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Filing date:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91207394	
Party	Plaintiff Bratva, Inc.	
Correspondence Address	JULIAN H LOWENFELD LAW OFFICE OF JULIAN H LOWENFELD 350 CENTRAL PARK WEST, SUITE 13 C NEW YORK, NY 10025 UNITED STATES jlowenfeld@gmail.com	
Submission	Other Motions/Papers	
Filer's Name	Julian H. Lowenfeld	
Filer's e-mail	jlowenfeld@gmail.com	
Signature	/Julian H Lowenfeld/	
Date	01/22/2014	
Attachments	Redacted Response to Motion to Dismiss.pdf(812162 bytes) Exhibit 1.pdf(1588680 bytes) Exhibit 2.pdf(1930025 bytes) Segment 001 of Exhibit 3.pdf(5714230 bytes) Segment 002 of Exhibit 3.pdf(981670 bytes)	

	'ATENT AND TRADEMARK OFF K Trial and Appeal Board	
	tion Serial No85623013	·
	May 11, 2012	
-	BRATVA	
Published in the C	Official Gazette (Trademarks)	onOctober 9, 2012
Bratva, Inc.,		
	Opposer,	On 11 N
V.		Opposition No.
Oleg Makler,		91207394
	Applicant.	

OPPOSER'S REDACTED RESPONSE TO APPLICANT'S MOTION FOR DISMISSAL

Opposer Bratva Inc. (hereinafter referred to as "Opposer"), by his attorney, Julian H. Lowenfeld, Esq. hereby responds to the Motion for Dismissal filed by the Applicant, Oleg Makler, (hereinafter referred to as "Applicant").

I. THE PARTIES HAD NOT AGREED DISCOVERY WAS OVER

Contrary to what Applicant applies, there has been quite a lot of activity in this case. Discovery was conducted at length, with document requests, interrogatories, on both sides, as well as requests for admissions. A copy of the discovery requests and responses in the case is attached hereto as Exhibit 1.

Depositions were scheduled by Applicant in July and August of this year. Each time, once my client had agreed to produce the witnesses Applicant's counsel had summoned, Applicant

cancelled the depositions at the last moment. My understanding was the Applicant wanted us to conduct the depositions after both sides had had a full opportunity to

In September we chatted by phone several times and discussed that each side was still seeking for further documents Applicant and I (counsel for Opposer) had agreed to extend discovery further (he informed me by telephone that we would be extending discovery. At no time prior to his filing the present motion did he state any belief that discovery was closed, or that he would be filing a dispositive motion.

A complete copy of Applicant's counsel's entire correspondence with me prior to his filing the present motion is attached hereto as Exhibit 2. It clearly implies that Discovery was still considered to be ongoing.

For example, on September 3, 2013, Applicant's Counsel wrote to me enclosing some documents, and telling me that he would be searching for and sending me more at a later date. Exh. 1 Letter of Alexander Paine, Sept. 3, 2013. Thereafter, on September 30, 2013, Mr. Paine followed up with a letter enclosing further documents "as part of our Pre-Trial Discovery."

He did not state that he considered Pre-Trial Discovery closed.

Contrary to Applicant's claim, Opposer has submitted evidence. Significantly important documents had been and were still being disclosed on each side at the time when Applicant filed the motion. As proof, I attach a copy of Opposer's Document Disclosures as Exhibit 3 hereto. Note: Opposer is still trying to obtain copies of certain documents that were lost last year as a result of the flooding of the premises of the Bratva bar by the storm surge of Hurricane Sandy in October 2012 (several feet of water flooded the Opposer's premises, causing major damage to both property and documents). However, even based on what is already submitted, Opposer

believes it would be entitled to Summary Judgment, and if Applicant's motion is denied, Opposer plans to cross-move for summary judgment.

While more documents may still be possible forthcoming, the point is: substantial document exchange was done by Opposer. It should further be noted that was also an outstanding dispute as to the sufficiency of Applicant's response to Opposer's Request for Admissions, as set forth in Exh. 1 hereto in my letter to Mr. Paine dated August 15, 2013.

Applicant had admitted and does not dispute the validity of the registration certificate with the Copyright Office in the Library of Congress for the copyright of the Bratva logo owned by the corporation Exh. 3, Bates Stamp Opp.1-2. It was filed, I might add, by Applicant's counsel at the time).

Applicant had also admitted the validity of Shareholderrs' Agreement, also drafted by Applicant's counsel (Exhibit 3, Bates Stamp # Opp. 3), which recites that Opposer is the "registered owner of Bratva copyright and logo and website Bratva-usa.com and BratvaBar.com."

Furthermore, Applicant, had admitted the validity of the Stock Purchase Agreement (Exhibit 3, Bates Stamp # Opp. 13), pursuant to which Opposer has the "right to use [the] name Bratva for any and all corporate purposes."

Already, considering the foregoing admissions by the Applicant that the Opposer owns the rights to the copyright, the logo, the website, and "the right to use the name for any and all corporate purpose", this entire trademark application is clearly in bad faith. A trademark is by definition a name used for a commercial or corporate purpose. Applicant, having admitted the Opposer's foregoing rights, cannot now turn around and seek the exclusive right to the use of the name.

These documents by themselves demonstrate that Opposer's case on the merits is compelling, such that dismissal on what essentially amounts to a default is unwarranted.

It was furthermore admitted that Opposer had paid the Applicant \$100,000, which is quite significant consideration for a small business (Bratva Inc is a bar). In fairness, there is an unresolved dispute as to whether the Applicant got paid his \$100,000 all in 2011, or whether some portion of the \$100,000 got paid late, in 2012. The payments' schedule issue might be a question for trial, if necessary, but it hardly seems like an equitable reason in any case to fully strip the corporation of all of its acknowledged rights to use its own name in commerce, and moreover to transfer said rights to the former owner, who has received \$100,000 in cash following the signing of the agreement. Such a result would be clearly be perversely unfair, and again mitigates in favor of a decision on the merits, and against the granting of a default

II. THE CASE DELAY IS EXCUSABLE AND NON-PREJUDICIAL

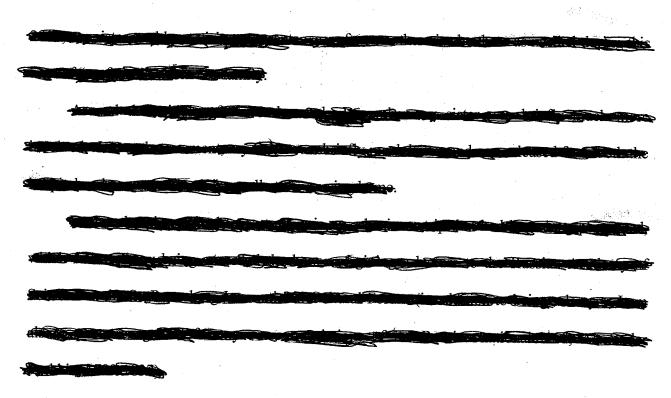
I am a solo practitioner. In the course of my representation of the Opposer, diligently engaged in discovery as set forth above, I have not been active in this case only since the beginning of October 2013. This inactivity was entirely because of a severe crisis in my personal life – perhaps the most difficult time I have ever had, as a result of which, I admit that I have not been attentive to this case, but it would be grossly unfair for my client to have to suffer for it.

I am a solo practitioner. During this year, my wife and I had our first child. One of my major clients went bankrupt, leaving my practice severely hampered. At the same time, both my parents (one of whom, my mother, is nearly 86, and the other, my father, who is nearly 84) have been severely ill during the past three months, beginning roughly October, 2013.

Both my parents have been in and out of hospital throughout this period. My father has been especially ill. Several times during these past few months my father several times very nearly died, the several times

Meanwhile my mother is suffering from

As a result the vast majority of my time over the past three months has been spent running between various hospitals to be with both parents,



For some reason I did not ever see the electronic version of Applicant's motion, and was therefore not aware of Applicant's motion until December 12, 2013 upon my return to the United States. I immediately wrote to Applicant's counsel, requesting a one week extension of my time to respond on the grounds of my father's severe illness. Applicant's counsel (rather ingraciously, I respectfully submit) refused to grant it.

Thereafter my father had a relapse, and my sister has been away, and my mother has been ill and wife has been ill, and my baby daughter needed to be cared for, and. in short, I have not been able to be properly attentive to my duties.

This response is therefore one week late. It should have been filed by December 22, 2013. During this time, it was the week of Christmas. A delay of just one week over the Christmas break hardly seems severely prejudicial to the Applicant, especially given the Applicant's Admissions. I promise to be more on top of the case from now on.

III. OPPOSER HAS A COMPELLING AND CLEARLY MERITORIOUS CASE SUCH THAT DEFAULT IS IMPROPER

The Opposer's case is compelling, and at a minimum, clearly meritorious, and deserving of consideration on the merits. Among these considerations are the following uncontested items of evidence, which, I respectfully submit, at a minimum mitigate against a default decision:

It is **admitted** that the Opposer owns the copyright and the logo in Bratva. (Exhibit 3, Bates # Opp. 1-2).

It is **admitted** that Opposer is the "registered owner of Bratva copyright and logo and website Bratva-usa.com and BratvaBar.com." (Exhibit 3, Bates # Opp. 3)

It is **admitted** and that the Opposer has the "right to use [the] name Bratva for any and all corporate purposes." (Exhibit 3, Bates # Opp. 13). Presumably, the use of the name "bratva" in commerce as a trade name or trademark" is part of the "any or all corporate purposes" rights to which concededly belong to Opposer. Applicant's attorney drafted the agreement, and therefore any ambiguity should be construed against the Applicant. Furthermore, to the extent that New York law applies, the Applicant is barred by the parol evidence rule from arguing against the plain terms of the contracts. Close-Up International, Inc. v. Berov, 2010 U.S. App. Lexis 13208 (2d. Cir. 2010), citing Topps Co., Inc. v. Cadbury Stani S.A.I.C., 526 F. 3d 63, 69 (2d Cir. 2008).

Furthermore, it is admitted that Opposer paid Applicant a significant sum of money, and even if there is a factual dispute about just how much was paid when, there is no dispute that the sum was significant, such that, again, it would be unjust to resolve this case on what is essentially default, rather than on its merits, thereby risking the possibility of unjust enrichment by Applicant, who Opposer argues, has both given up his rights and gotten the money for them, and is now trying to have his cake and eat it two in the most unforgiveable way.

One final consideration is whether the name "Bratva" can truly be trademarked at all.

It is a Russian word, literally meaning "the brothers" and meaning roughly "the guys," "the fellas," "the lads", "pals" or "the gang." In its connotation of "the brothers" or "the fellows" or "the gang" it can be also suggestive of "tough guys" or "Russian organized crime."

For more information, see the link on Wiktionary: http://en.wiktionary.org/wiki/братва http://en.wiktionary.org/wiki/%D0%B1%D1%80%D0%B0%D1%82%D0%B2%D0%B0

Of course, these connotations fit fine for a bar such as is operated by Opposer -- most of whose clientele are "Russian bikers" (Exhibit 3, Bates # Opp. 41 and Opp. 45). But Opposer has never claimed that this descriptive name is entitled to a trademark. Indeed, even assuming the Applicants' transfers of rights and acceptance of funds could somehow be overlooked, even on default it does not seem right that Applicant should be able to obtain a trademark monopolizing the use of a name that may be descriptive, at least as it is understood by those humdreds of thousands of Russian-speaking residents of that section of Brooklyn where the Opposer's motorcycle bar is located.

There are two major reasons for not protecting descriptive marks: (1) to prevent the owner of a descriptive mark from inhibiting competition in the marketplace, and (2) to avoid the possibility of costly infringement suits brought by the trademark owner. *In re Abcor Dev. Corp.*, 588 F.2d 811, 813, 200 USPQ 215, 217 (C.C.P.A. 1978); TMEP §1209. Businesses and competitors should be free to use descriptive language when describing their own goods to the public in advertising and marketing materials. *See In re Styleclick.com Inc.*, 58 USPQ2d 1523, 1527 (TTAB 2001).

IV. CONCLUSION

Accordingly, for the foregoing reasons, the Applicant's motion to dismiss this proceeding should be denied, and the proceeding should be scheduled for a conference preparatory to an anticipated filing of a Motion for Summary Judgment pursuant to Fed. R. Civ. P. 56, on the grounds that there is no triable issue of fact, and the case is capable of being resolved as a matter of law based on the evidence that has already been submitted by both sides.

Dated: December 28, 2013

Inlian H. Fowenfeld

Julian H. Lowenfeld, Esq.
Attorney for Opposer(s) Bratva, Inc.
350 Central Park West Suite 13-C
New York, New York 10025

Tel: (917) 375-9996 Fax: (917) 534-6090

Email: <u>ilowenfeld@gmail.com</u>

To: Alexander Almonte, Esq. Attorney for Applicant Oleg Makler 2472 McDonald Avenue Brooklyn, New York 11223

Tel: (718) 236-2111 Fax: (718) 236-4741

Email: almontelawfirm@gmail.com

IN THE UNITED STATES P	ATENT AND TRADEMARK OFFI	CE
Before the Trademari	K TRIAL AND APPEAL BOARD	
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	·	
Bratva, Inc.,		
	Opposer,	
v.		Opposition No.
Oleg Makler,		91207394
,	Applicant.	

CERTIFICATE OF SERVICE

I, Julian H. Lowenfeld, Counsel for Opposer, certify that I deposited a copy of this Redacted Response to Applicant's Motion for Dismissal to Alexander Paine, Esq., Counsel for Movant-Applicant by priority mail postage addressed to

Alexander Paine, Esq.

606 Brighton Beach Ave. 2FL

Brooklyn, NY 11235

Tel.: (718) 676-1067 Fax.: (718) 795-1985 PaineEsq@Gmail.com

Dated: January 22, 2014

Inlian 4- Forenteld

Julian H. Lowenfeld, Esq. Attorney for Opposer(s) Bratva, Inc. 350 Central Park West Suite 13-C New York, New York 10025

Tel: (917) 375-9996 Fax: (917) 534-6090

Email: jlowenfeld@gmail.com

EXHIBIT 1

In the United States Pa	TENT AND TRADEMARK OFFICE	
BEFORE THE TRADEMARK	TRIAL AND APPEAL BOARD	
In the Matter of Application	on Serial No85623013	
Filed onI	May 11, 2012	
For the Mark_	BRATVA	
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Bratva, Inc.,		
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V.		91207394
Oleg Makler,		
	Applicant.	

INITIAL DISCLOSURE PURSUANT TO F.R.C.P. 26(a)

BRATVA, Inc., the Opposer herein ("Opposer") by his attorney Julian H. Lowenfeld, Esq., pursuant to Federal Rule of Civil Procedure 26 (a) hereby submits the following initial disclosures.

1. WITNESSES

- a) Feliz Gleizer, Full knowledge of the case
- b) Gary Vaksman, Full knowledge of the case
- c) Ruslana Tsimerman, Knowledge of the activities of the Opposer.

2. CATEGORIES AND LOCATIONS OF KNOWN DOCUMENTS AND THINGS

Documents used by Opposer in support of its claim.

- a) Copyright registration for the Bratva logo.
- b) Shareholder agreement between Oleg Makler, Felix Gleizer, Gary Vaksman, dated July 20, 2010.
- c) Stock Purchase Agreement for Bratva Inc., dated December 6, 2010.
 Opposer reserves the right to amend its disclosures and add additional documents.

3. DAMAGES COMPUTATION

The Opposer's damages at present consist of the cost and legal fees in connection with this Opposition proceeding, as well as the company's inability to use the Bratva name for which it paid significant consideration pursuant to the Stock Purchase Agreement; alternately, the full refund of said consideration in the amount of \$100,000 plus compounded interest and legal fees. Opposer reserves the right to amend its damage computation.

4. INSURANCE.

Opposer carries general liability insurance, covering fire, theft, slip and fall, etc. Opposer however does not believe that its insurance agreement would cover or oblige its insurer to satisfy all or part of any judgment which may be entered in favor of either party or to indemnify or reimburse any party for payments to either party in connection with this proceeding.

Dated: July 10, 2013

Respectfully Submitted,

Antian 4. Forventeld

Julian H. Lowenfeld, Esq.
Attorney for Opposer(s) Bratva, Inc.
350 Central Park West Suite 13-C
New York, New York 10025

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v.		91207394
Oleg Makler,	-	
	Applicant.	
Commissioner for Trademarks	s P.O. Box 1451	Alexandria, Virginia 22313-1451
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The Opposer and Applicant in respective attorneys, hereby st and Appeal Board may be externed as a second s	LA Makler At the above-identification in the clean of t	fied Opposition proceeding, by and throughosing date of discovery set by the Trader 15, 2013. AW OFFICE OF JULIAN H. LOWENFI Throughout the Trader 15 of the T
The Opposer and Applicant in respective attorneys, hereby st and Appeal Board may be external Respectfully Submitted, ALMONTE LAW FIRM P.C. Alexander Almonte, Esq. Attorney for Applicant Oleg No. 2472 McDonald Avenue Brooklyn, New York 11223	LA Makler At At At At At At At At At A	fied Opposition proceeding, by and throughosing date of discovery set by the Trader 15, 2013. AW OFFICE OF JULIAN H. LOWENFI Than H. Lowenfeld, Esq. ttorney for Opposer Gratva, Inc. 60 Central Park West Suite 13-Cew York, New York 10025

	IN THE UNITED STATES PA	TENT AND TRADEMARK	OFFICE	
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	For the Mark_			
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	•			
	Bratva, Inc.,			
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	v.	,		91207394
	Oleg Makler,			
•	Cios Manter,	Applicant.		

OPPOSER'S FIRST REQUEST FOR DOCUMENTS AND ELECTRONICALLY STORED INFORMATION AND THINGS

Pursuant to Rule 34 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice (37 C.F.R. § 2.120), Opposer, Bratva Inc. (hereinafter referred to as "Opposer"), hereby serves its First Request for Production of Documents and Things upon Applicant, Oleg Makler (hereinafter referred to as "Applicant") and hereby requests that Applicant produce the following documents and electronically stored information things for inspection and copying, along with a written response to this request to the offices of Opposer's counsel, Julian H. Lowenfeld, Esq. 350 Central Park Westm Suite, 13-C, New York NY 10025 within thirty (30) days after the service hereof. To the extent permitted by Rule 26(e) of the Federal Rules of Civil Procedure, these requests are to be deemed continuing and the response thereto are to be supplemented promptly upon Applicant's acquisition of further or addition information or documents.

General Definition and Instructions

The following definitions are applicable herein:

1. The term "Opposer" means and refers to the Opposer, Bratva, Inc., or its past and present officers, employees, agents, representatives and attorneys, all to the fullest extent the context permits.

- 2. The terms "you" or "yours" or the "Applicant" mean and refer to the Applicant, Oleg Makler, and includes the Applicant herein, and his past and present officers, employees, agents, representatives and attorneys, all to the fullest extent the context permits.
- 3. As used herein, "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary in order to bring within the scope of the request all documents and things which might otherwise be construed to be outside its scope.
- 4. As used herein, the singular shall always include the plural and the present tense shall always include the past tense.
- 5. The term "document" herein means both written documents and communications and also electronically stored information or data contained in electronic form. The term "thing" as used herein refers to any other tangible physical evidence.
- 6. Should Applicant withhold any document requested by any of the following requests, Applicant shall, in its written response, describe such document by specifying the following for each such document
 - The date appearing on the document and if no date appears thereon, so state and give the date or approximate sate on which the document was prepared;
 - ii. The identifying number, letter, or combination therefor, if any, and the significance of meaning of such;
 - iii. The general nature or description of the document (i.e., whether it is a letter, memorandum, minutes of a meeting, etc.), and the number of pages of which it consists;
 - iv. The name of the person who signed the document and if it was not signed, so state and give the name of the person or persons who prepared it;
 - v. The name of the person to whom the document was addressed and the name of each person, other than such addressee, to whom the document or a copy thereof was sent;
 - vi. The subject matter to which the document relates; and
 - vii. The specific claim relied on for withholding production of the document.

Requests for Production

- 1. All documents and things referring or relating to or evidencing the use or ownership of the name of the mark in question, "BRATVA."
- 2. All communications between the Applicant and the Opposer.
- 3. All documents, other than those produced in response to any of the foregoing requests, upon which Applicant intends to rely in connection with this proceeding.

Dated: July 12, 2013

Inlian H. Fowenfeld

Julian H. Lowenfeld, Esq.
Attorney for Opposer(s) Bratva, Inc.
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New York, New York 10025

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Email: jlowenfeld@gmail.com

To: Alexander Almonte, Esq. Attorney for Applicant Oleg Makler 2472 McDonald Avenue Brooklyn, New York 11223

Tel: (718) 236-2111 Fax: (718) 236-4741

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	Bratva, Inc.,			
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	Oleg Makler,			
		Applicant.		
	herein ("Applicant") respon- purposes of this action only,	and subject to objec	tions to admissib	oility, the truth of the follow
	 Various different inc "BRATVA" name b 	dividuals in addition t efore the Opposer, B		
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	"BRATVA" name b RESPONSE: 2. In 2009, Applicant 0	efore the Opposer, B	ratva, Inc., was i	ncorporated.
	"BRATVA" name b	efore the Opposer, B	ratva, Inc., was i	ncorporated.
	"BRATVA" name b RESPONSE: 2. In 2009, Applicant 0	efore the Opposer, B	ratva, Inc., was i	ncorporated.

•		•			
In 2009, the Opposer, of which	h the Applica	nt was then Pro	esident, registe	red the	
"BRATVA" logo with the Co	pyright Office	and obtained	a copyright reg	istration for	it,
bearing Registration Number	VA0001687	7373 / dated 20	009-09-28.	•	
				• .	
RESPONSE:					
A true and correct copy of said	d copyright re	egistration for	Opposer "Braty	a," duly iss	ued by
the Copyright Office to the O	pposer, is atta	iched here as I	Exhibit A.	·.	
				•	
RESPONSE:					
(hereinafter "the Shareholder	s Agreement'	') with Mr Fel	ix Gleizer and N	Mr. Gary Va	ksma
RESPONSE:			. *		
. A true and correct copy of sa	id Sharehold	ers' Agreemen	it of July 20, 20	10 is attache	ed as
Exhibit B hereto.					
RESPONSE:					
_	"BRATVA" logo with the Copbearing Registration Number RESPONSE: A true and correct copy of said the Copyright Office to the Office RESPONSE: On July 20, 2010, Applicant (hereinafter "the Shareholder RESPONSE: A true and correct copy of said Exhibit B hereto.	"BRATVA" logo with the Copyright Office bearing Registration Number VA0001687 RESPONSE: A true and correct copy of said copyright return the Copyright Office to the Opposer, is attacked RESPONSE: On July 20, 2010, Applicant Oleg Makler of the Copyright "the Shareholders Agreement" RESPONSE: A true and correct copy of said Shareholder Exhibit B hereto.	"BRATVA" logo with the Copyright Office and obtained bearing Registration Number VA0001687373 / dated 20 RESPONSE: A true and correct copy of said copyright registration for the Copyright Office to the Opposer, is attached here as FRESPONSE: On July 20, 2010, Applicant Oleg Makler entered into a (hereinafter "the Shareholders Agreement") with Mr Fell RESPONSE: A true and correct copy of said Shareholders' Agreement Exhibit B hereto.	"BRATVA" logo with the Copyright Office and obtained a copyright registration Registration Number VA0001687373 / dated 2009-09-28. RESPONSE: A true and correct copy of said copyright registration for Opposer "Bratathe Copyright Office to the Opposer, is attached here as Exhibit A. RESPONSE: On July 20, 2010, Applicant Oleg Makler entered into a Shareholders A (hereinafter "the Shareholders Agreement") with Mr Felix Gleizer and MRESPONSE: A true and correct copy of said Shareholders' Agreement of July 20, 20 Exhibit B hereto.	A true and correct copy of said copyright registration for Opposer "Bratva," duly iss the Copyright Office to the Opposer, is attached here as Exhibit A. RESPONSE: On July 20, 2010, Applicant Oleg Makler entered into a Shareholders Agreement (hereinafter "the Shareholders Agreement") with Mr Felix Gleizer and Mr. Gary Va RESPONSE: A true and correct copy of said Shareholders' Agreement of July 20, 2010 is attached Exhibit B hereto.

7. On December 6, 2010, Applicant Oleg Makler executed an agreement entitled "Stock Purchase Agreement" (hereinafter "the Stock Purchase Agreement") with the Opposer, Bratva, Inc.

RESPONSE:

8. A true and correct copy of said Stock Purchase Agreement is attached hereto as Exhibit C.

RESPONSE:

9. The agreed "Purchase Price" of \$100,000 stipulated by Article 1.2 of the Stock Purchase Agreement was fully paid to the Applicant by the Opposer, pursuant to Article 1.3 of the Agreement, in monthly installments throughout the year 2011.

RESPONSE:

Dated: July 12, 2013

Julian H. Fowenfeld

Julian H. Lowenfeld, Esq. Attorney for Opposer(s) Bratva, Inc. 350 Central Park West Suite 13-C New York, New York 10025

Tel: (917) 375-9996 Fax: (917) 534-6090

Email: <u>ilowenfeld@gmail.com</u>

To: Alexander Almonte , Esq.
Attorney for Applicant Oleg Makler
2472 McDonald Avenue
Brooklyn, New York 11223

Tel: (718) 236-2111 Fax: (718) 236-4741

Email: almontelawfirm@gmail.com

IN THE UNITED STATES PATE	ENT AND TRADEMARK OFFICE	
BEFORE THE TRADEMARK TI	RIAL AND APPEAL BOARD	
In the Matter of Application	Serial No85623013	
Filed onMa	ıy 11, 2012	
For the Mark B	BRATVA	
Published in the Official	Gazette (Trademarks) on Octol	ber 9, 2012
	· · · · · · · · · · · · · · · · · · ·	
Bratva, Inc.,		
	Opposer,	
v.		Opposition No.
Oleg Makler,		91207394
Oleg Makier,	A 1.	
	Applicant.	

OPPOSER'S FIRST INTERROGATORY PURSUANT TO FRCP 33

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice (37 C.F.R. § 2.120), Opposer, Bratva Inc. (hereinafter referred to as "Opposer"), hereby serves its First Interrogatories upon Applicant, Oleg Makler (hereinafter referred to as "Applicant") and hereby requests that Applicant respond pursuant to FRCP 33 within 30 days:

DEFINITIONS:

- As used herein, the term "document" means any written, recorded, or graphic matter whether produced, reproduced or stored on paper, cards, tapes, film, electronic facsimile, computers, computer storage devices, smart phones, Blackberries, mobile phones, beepers, or any other media and includes, but is not limited to, originals, copies (with or without notes or changes thereon) and drafts, including but not limited to: papers, books, letters, photographs, objects, tangible things, correspondence, telegrams, cables, facsimile messages, memoranda, notes, notations, work papers, transcripts, minutes, reports, work orders, bankbooks, check books, log books and recordings of telephone or other conversations, or of interviews, or of conferences, or of other meetings, affidavits, statements, summaries, opinions, reports, studies, analyses, evaluations, estimates, proposals, budgets, data, projections, charts, diagrams, schedules, specifications, maps, flow sheets, certifications, organization charts, contracts, agreements, leases, journals, statistical records, desk calendars, appointment books. diaries, lists, tabulations, sound recordings, computer printouts, data processing input and output, microfilms, and all other records kept by electronic, photographic or mechanical means, and things similar to any of the foregoing however denominated. The term "document" is used herein in the broadest possible sense and means any written, graphic, or other recorded (whether visually, electronically, magnetically or otherwise) matter of any kind. The term "original" includes the file copy or copies of any document if there is no actual original or ribbon copy.
- B. The terms "and" as well as "or" shall be construed both disjunctively and conjunctively as necessary in order to bring within the scope of the interrogatory all responses which might otherwise be construed to be outside its scope.

C. The term "List" means:

- (1) As to a person: name, business and residence addresses, occupation, job title, and date so employed; and, if not an individual, name, type of entity, and the address of its principal place of business.
- (2) As to a document: the type of document (e.g., letter, memorandum, etc.), the identity of the author or originator, the date authored or originated, the identity of each person to whom the original or a copy was addressed or delivered, the identity of each person known or reasonably believed by defendant to have possession, custody, or control thereof, and a brief description of the subject matter thereof, all with sufficient particularity to request its production under FRCP34.
- D. Whenever an interrogatory calls for the identification of documents, copies of the documents should be attached to the response to the interrogatory or original documents produced for inspection and copying. Such documents should be clearly marked or otherwise designated with respect to the specific interrogatory to which they are responsive.
- E. If any interrogatory is not answered in whole or in part, on the ground of a claim of privilege, state the basis of the claim of privilege and identify the interrogatory, or part thereof, to which it relates.
- F. The term "Opposer" means and refers to the Opposer, Bratva, Inc., or its past and present officers, employees, agents, representatives and attorneys, all to the fullest extent the context permits.
- G. The terms "you" or "yours" or the "Applicant" mean and refer to the Applicant, Oleg Makler, and includes the Applicant herein, and his past and present officers, employees, agents, representatives and attorneys, all to the fullest extent the context permits.

INSTRUCTIONS:

In answering each interrogatory

- A. Identify each document and each oral communication which forms the basis, in whole or in part, for the answer given, stating separately each item required by the Definitions above and annexing true copies of each such document.
- B. State whether the information furnished is within the personal knowledge of the affiant, and, if not, identify each person to whom the information is a matter of personal knowledge.
- C. If the answer to an interrogatory is not presently known to affiant, so state and, in addition, respond to the interrogatory within ten (10) days after the date on which such answer becomes known to the affiant.

- D. The interrogatories are continuing in nature. If, after answering the interrogatories, plaintiff obtains or becomes aware of any further information responsive to these interrogatories, plaintiff is required to serve a supplemental interrogatory answer.
- E. Alleged lack of knowledge or information is not a valid reason for not answering an interrogatory unless reasonable inquiry has been made, and there is not sufficient available information to responsibly reply to the interrogatory.

INTERROGATORIES

- 1. State (a) your full name(s); (b) your date of birth; (c) your social security number; (c) all address(es) at which you have lived in the past six_ years, and list with particularity when you lived where,
- 2. List all lawsuits or legal proceedings to which you have ever been a party, either as a plaintiff or a defendant, including in your answer (a) the style of the case; (b) the case number; and (c) the court in which the suit was filed.
- 3. List the names and addresses of your employers and/or places of employment for the past six years, and describe your work with each such employer/at each such place of employment with particularity.
- 4. Describe your educational background and professional training.
- 5. List the names and business addresses of all persons with knowledge of any facts or information relevant to your claim that you own the mark in question.
- 6. State the names of all experts whom you expect to call at the trial of this case. For each such expert, state (a) each opinion of the expert; (b) all facts relied upon by the expert in reaching each opinion.
- 7. List each and every item of damages which you claim, and set forth with particularity how your claim for damages is derived, and on what documents your calculations are based.
- 8. List all insurance policies, of any type, which have been issued to you by any insurer in the past six years. Include in your answer (a) the policy number; (b) the name of the insurer; (c) the type of policy; (d) the name and address of the agent involved in the sale of the policy to you.
- 9. State with particularity how you contend that you own the mark in question in this case, listing with particularity each document or fact you rely on to prove such contention.
- 10. As to each communication which you contend that you or anyone acting on your behalf has ever had with the Opposer, state (a) the date of each communication; (b) who was talking to whom; and, (c) the substance of the communication.

- 11. With respect to witness David Schwatsman, state with particularity (a) his business address(es) and employment history over past six years (b) the sum and substance of his factual contentions in this case, and (c) list and provide the documents which provide the factual basis for said contentions.
- 12. With respect to witness Alexander Tskach, state with particularity (a) his business address(es) and employment history over past six years (b) the sum and substance of his factual contentions in this case, (c) and list and provide the documents which provide the factual basis for said contentions.
- 13. With respect to witnesses Dmitry Shvartsman, Msmyka Matashvili, Sergey izotov, Andrey Tverdov, Joseph Domovsky, Igor Serebrov, Ruslan Milov, Ruslan Kolushko, Vladislav Tlmochin, Valeria Sherbakova, Valera Moksin, Konstantin Kotov, and Felix Doe, state with particularity, (a) their full names and addresses (b) their business addresses and employment history over the past six years (c) the sum and substance of their factual contentions (d) and list and provide the documents which provide the factual basis for their contentions.

Dated: July 12, 2013

Julian 4- Fowenfeld

Julian H. Lowenfeld, Esq.
Attorney for Opposer(s) Bratva, Inc.
350 Central Park West Suite 13-C
New York, New York 10025

Tel: (917) 375-9996 Fax: (917) 534-6090

Email: ilowenfeld@gmail.com

To: Alexander Almonte , Esq. Attorney for Applicant Oleg Makler 2472 McDonald Avenue Brooklyn, New York 11223

Tel: (718) 236-2111 Fax: (718) 236-4741

Email: almontelawfirm@gmail.com

BEFORE THE TRADEMARK In the Matter of Application Filed on For the Mark	fay 11, 2012	
Bratva, Inc., v.	Opposer,	Opposition No. 91207394
Oleg Makler,	Applicant.	

Opposer's Response to Applicant's First Request for Production of Documents and Things

Pursuant to Rule 34 of the Federal Rules of Civil Procedure and Rule 2.120 of the Trademark Rules of Practice (37 C.F.R. § 2.120), in response to the First Request for Production of Documents and Things made by Applicant, Oleg Makler (hereinafter referred to as "Applicant") upon Opposer, Bratva, Inc., (hereinafter referred to as "Opposer"), Opposer hereby responds as follows:

Requests for Production

1. All documents and things referring or relating to Opposer's trademark rights for mark in question, BRATVA.

Such documents as are available will be produced.

2. All documents referring or relating to all capital contributions of all shareholders of Bratva, Inc. (for the time period from the inception of Bratva, Inc. to the present).

RESPONSE:

Such documents as are available will be produced.

3. For Bratva, Inc., the following documents, records, or memoranda (original and copies) in your possession or control (for the time period from the inception of Bratva, Inc. to the present): (a) corporate books and records, including certificate of incorporation, record of ownership of shares; (b) Bratva, Inc. check books, canceled checks, and ledger books; and (c) corporate tax returns.

RESPONSE:

The request is objected to as being unduly burdensome and vexatious, going way beyond the reasonable scope of this proceeding, and seeking information that is neither relevant, nor likely to lead to relevant information. Notwithstanding the foregoing, such documents as are available will be produced.

4. All documents and things referring or relating to any agreements to purchase/transfer shares of Bratva, Inc. (for the time period from the inception of Bratva, Inc. to the present).

RESPONSE:

Such documents as are available will be produced.

5. All documents and things referring or relating to the Opposer's liquor license.

RESPONSE: The request is objected to as neither relevant to this proceeding nor likely to produce relevant information, and being way beyond the reasonable scope of this proceeding..

Notwithstanding the foregoing, Opposer's liquor license will be produced.

6. All documents and things referring or relating to the personal income tax of shareholders of Bratva, Inc. (for the time period from the inception of Bratva, Inc. to the present).

RESPONSE; This request is objected to as being unduly burdensome and vexatious, going way beyond the reasonable scope of this proceeding, and seeking information that is neither relevant, nor likely to lead to relevant information.

7. All documents and things referring or relating to the current list of capital accounts for Bratva, Inc. (for the time period from the inception of Bratva, Inc. to the present).

RESPONSE; Bratva has never had any capital accounts.

8. All documents and things referring or relating to any other corporate entities of any kind, owned by any of the shareholders of Bratva, Inc. (for the time period from the inception of Bratva, Inc. to the present).

RESPONSE: There are and never have been any such entities.

9. All documents and things referring or relating to distributions made to each shareholder of Bratva, Inc. (for the time period from the inception of Bratva, Inc. to the present).

RESPONSE: Such documents as are available will be produced.

10. Identify each person who assisted in the preparation of the Bill of Particulars by providing the following information:(1) name; (2) address; (3) occutpation(s); (4) business address(es); (5) business telephone number(s); residential address(es); residential telephone number(s); and wireless telephone number(s) of such person or persons.

RESPONSE: There is no Bill of Particulars.

11. State the name, address, and service address of each and every domestic or foreign corporation, limited liability company, limited liability partnership, partnership, sole proprietorship, company, d/b/a and/or any other business organization or joint venture in which each of the Plaintiffs and/or any other person along with the Plaintiffs holds or has held within the past 6 years in the present, inclusive, any form of ownership interest.

RESPONSE: This request is objected to as being an interrogatory and not a document request.at all. Notwithstanding the foregoing, Opposer neither had nor has any form of ownership interest in any other entity.

12. State the nature of the Plaintiffs' interest in each and every domestic or foreign corporation, limited liability company, limited liability partnership, sole proprietorship, company, d/b/a and/or any other business organization.

RESPONSE: This request is objected to as being an interrogatory and not a document request at all. Notwithstanding the foregoing,, Opposer neither has nor has ever had any form of ownership interest in any other entity.

13. State the nature and extent of the duties or work performed by each and every owner, shareholder, member, director, nominee, attorney-in-fact, officer and/or employee of Bratva, Inc.

RESPONSE:

This request is objected to as being an interrogatory and not a document request at all.

Notwithstanding the foregoing, the sole owner of Bratva, Inc. is Felix Gleizer, who runs the company as its sole executive officer.

14. Describe the nature of the business that was being conducted within the past 6 years in the present, inclusive, by each and every domestic or foreign corporation, limited liability company, limited liability partnership, partnership, sole proprietorship, company, d/b/a and/or any other business organization.

RESPONSE: This request is objected to as being an interrogatory and not a document request.at all. Even treating it as an as an interrogatory, it is objected to as being impossibly vague, burdensome and vexatious, going way beyond the reasonable scope of this proceeding, and seeking information that is neither relevant, nor likely to lead to relevant information. Notwithstanding the foregoing, construing the request as an interrogatory related specifically to the nature of the Opposer, the answer is that Bratva, Inc. is a bar, located at 1205 Surf Avenue, Brooklyn, NY 11224, and the headquarters of a motorcycle club named "Bratva."

All documents, other than those produced in response to any of the foregoing requests, upon 15. which Opposer intends to rely in connection with this proceeding.

RESPONSE: All such documents will be produced.

Dated: August 8, 2013

Antian H. Fowenfeld

Julian H. Lowenfeld, Esq. Attorney for Opposer(s) Bratva, Inc. 350 Central Park West Suite 13-C New York, New York 10025

Tel: (917) 375-9996 Fax: (917) 534-6090

Email: <u>ilowenfeld@gmail.com</u>

To: Alexander Almonte, Esq. Attorney for Applicant Oleg Makler 2472 McDonald Avenue Brooklyn, New York 11223

Tel: (718) 236-2111 Fax: (718) 236-4741

Email: almontelawfirm@gmail.com

	IN THE UNITED STATES PA	TENT AND TRADEMARK OFFICI	3
•	BEFORE THE TRADEMARK	TRIAL AND APPEAL BOARD	
	In the Matter of Application	on Serial No85623013	· · · · · · · · · · · · · · · · · · ·
	Filed on 1	May 11, 2012	· · ·
	For the Mark	BRATVA	
	Published in the Official	al Gazette (Trademarks) on	October 9, 2012
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	Drottro Ino	·	
	Bratva, Inc.,		
		Opposer,	Opposition No.
	v.		91207394
•	Oleg Makler,		* *************************************
	-	Applicant.	

STIPULATION AS TO FACTS ON WHICH FURTHER PROOF AT TRIAL IS UNECESSARY

By the signatures of their counsel on this document, the parties to this action stipulate and agree that the facts set forth in this document are undisputed and true and that this stipulation may be offered to show such facts without the necessity of offering witnesses or documentary evidence. If any part of this stipulation is offered by any party, all or any other parts of this stipulation may be offered at the same time by any other party. This stipulation will not preclude the right of the plaintiffs or defendants to offer witnesses or documentary evidence relating to any stipulated facts, or to present and discuss inferences that might be drawn from the stipulated facts.

Facts Stipulated

- 1. Applicant, Oleg Makler, was one of various individuals who personally used the "BRATVA" name before the Opposer, Bratva, Inc., was incorporated.
- 2. In 2009, Applicant Oleg Makler founded the Opposer, Bratva, Inc., and served as its first president.
- 3. In 2009, the Opposer, of which the Applicant was then President, registered the "BRATVA" logo with the Copyright Office and obtained a copyright registration for it, bearing Registration Number / VA0001687373 / dated 2009-09-28. A true copy of that registration issued by the Copyright Office to the Opposer is attached here as Exhibit A.

- 4. On July 20, 2010, Applicant Oleg Makler entered into a Shareholders Agreement (hereinafter "the Shareholders Agreement") with Mr Felix Gleizer and Mr. Gary Vaksman. A true and correct copy of said Shareholders' Agreement is attached as Exhibit B hereto.
- 5. December 6, 2010, Applicant Oleg Makler executed an agreement entitled "Stock Purchase Agreement" (hereinafter "the Stock Purchase Agreement") with the Opposer, Bratva, Inc. A true and correct copy of the Stock Purchase Agreement is attached hereto as Exhibit C.
- 6. The agreed "Purchase Price" of \$100,000 stipulated by Article 1.2 of the Stock Purchase Agreement was fully paid to the Applicant by the Opposer, pursuant to Article 1.3 of the Agreement, in monthly installments throughout the year 2011.

SO STIPULATED.

Respectfully Submitted,

Almonte Law Firm P.C.

Alexander Almonte Attorney for Applicant(s) Oleg Makler 2472 McDonald Avenue Brooklyn, New York 11223

Tel: (718) 236-2111 Fax: (718) 236-4741

Dated:

Law Office of Julian H. Lowenfeld

Julian H. Fowenfeld

Julian H. Lowenfeld, Esq. Attorney for Opposer(s) Bratva, Inc. 350 Central Park West Suite 13-C New York, New York 10025

Tel: (917) 375-9996 Fax: (917) 534-6090

Email: jlowenfeld@gmail.com

EXHIBIT 2



FRCP Initial Disclosure and revised stipulation and porposed deposition dates

12 messages

Julian Lowenfeld <jlowenfeld@gmail.com>
To: ALMONTE LAW <almontelawfirm@gmail.com>

Thu, Jul 11, 2013 at 11:13 AM

Dear Alex:

I enclose our Initial Disclosures.

I also enclose a slightly revised stipulation of facts. It shouldn't be anything you have a problem with; again, the documents are yours.

While I do not believe that this case will settle, I do think we as counsel can work together amicably to streamline the proceedings and make the adjudication move as swiftly and economically as possible. So let's get this show on the road already.

Gary and Felix will be available to be deposed at your office on July 22nd or July 23rd. let me know if that works for you.

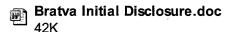
Yours,

Julian Henry Lowenfeld, Esq. 350 Central Park West, Suite 13-C New York NY 10025 USA Tel. 1 (917) 375-9996

Fax. 1 (917) 534-6090

Email: JLowenfeld@gmail.com

5 attachments



Bratva Stipulation Revised.doc

Bratva Logo Registration Certificate.pdf 622K

Bratva Inc Shareholders Agreement.pdf

Bratva Inc Stock Purchase Agreement.pdf 2494K

Dear Julian,

Please find attached Notices of Depositions (I changed the dates to August 1st and 7th as we have discussed).

Please also find attached our first request for documents. As you will see, most of the documents listed are specifically relevant to the transaction that took place between the parties.

In regards to the "slightly revised" stipulation of facts, the language as amended is not going to work for us. The very purpose of the stipulation was to establish our first prior use, so we do not want to leave this question open. Please give me a call if you want to discuss this further.

I don't know if you have ever had a chance to review our Answering papers to the Opposition, but if you have not, I once again invite you to take a look at the points made therein, concerning some of the issues we had discussed over the telephone.

Please let me know if you have any questions or if I can be of any other assistance.

Very Truly Yours,

Alex.

ALMONTE LAW FIRM, P.C.

2472 McDonald Avenue Brooklyn, NY 11223

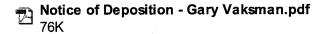
Tel. 718-232-2111

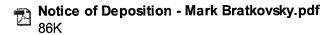
Fax. 718-236-4741 (not for service of process)

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5 attachments







Notice of Deposition - Ruslana Tsimerman.pdf 75K

Request for Production of Documents and Things.pdf 341K

Julian Lowenfeld <jlowenfeld@gmail.com>
To: ALMONTE LAW <almontelawfirm@gmail.com>

Fri, Jul 12, 2013 at 12:27 PM

Dear Alex:

It has been good conferring with you about discovery and streamlining this case. I am pleased by the progress we've been making in streamlining things, even if it's obvious that this case is not going to settle.

I received your FRCP 34 Request and will get right on it. However, as discussed on the phone, for convenience of reply, would you kindly please send me your Request for Production of Documents and Things in MS word form, so I can type my responses right beneath your requests? It's fine that the Word version won't be signed by you. I'm admitting receipt.

I did not, however receive the answer you seem to be referring to in this email. It appears not to be attached. Please resend it—by email is just fine.

I received your Notices of Deposition and can confirm we're on for Gleizer and Vaksman on August 1st. I will ask them both to be present at 10:00 a.m., so that we won't have lag time in case the depositions move as fast as I hope they will. I have not yet heard back as to Tsimerman's availability, but will do my best to have her produced. It may be she will need a Russian interpreter, by the way. I'll let you know.

With respect to your Notice of Deposition for attorney Mark Bratkovsky on August 7th, since it appears he is a former attorney for the Opposer, would you kindly please kindly please explain in more detail (a) roughly what you plan to ask him about, and (b) roughly what you expect his testimony to be? Also, how long do you expect the deposition to be? I ask, because we would like to depose Mr. Makler on August 7th, once you're done, while we're all there. Will he be available? If so, I will send you our notice.

Meanwhile, I enclose a copy of our 1st Request for Admissions pursuant to FRCP 36. For your convenience, I am sending it in MS Word Form, so you can type your response right below the request. The documents whose authenticity I am requesting you admit are also attached hereto. For the avoidance of any doubt whatsoever, the Registration certificate is Exhibit A, the Shareholder's Agreement is Exhibit B, and the Stock Purchase Agreement is Exhibit C to the Request to Admit.

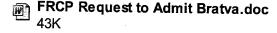
I look forward to your prompt response.

Very truly yours,

Julian H. Lowenfeld

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4 attachments



Bratva Logo Registration Certificate.pdf

Bratva Inc Shareholders Agreement.pdf 3949K

Bratva Inc Stock Purchase Agreement.pdf 2494K

ALMONTE LAW <almontelawfirm@gmail.com> To: Julian Lowenfeld <jlowenfeld@gmail.com>

Fri, Jul 12, 2013 at 12:50 PM

Dear Julian,

Please find attached the WORD version of the document request.

Please also attached is our original Answer.

Finally, I am attaching a list bearing two more names of witnesses whose testimony we will be relying upon. The subject matter of their testimony is listed on the attached notice. Please let me know if you will want to depose them, so we can set up a convenient time.

In regards to deposition of Mr. Bratkovsky, my understanding is that he was present at the time certain statements were made by your clients concerning the transactions between the parties. This was before, during and after the transaction actually took place. It seems that he would also have a detailed knowledge and understanding of what the transaction was meant to accomplish. The questions to Mr. Bratkovsky will concern statements and actions demonstrating the parties' intent and the details concerning the transaction. My guess is that the Deposition will be relatively short and can be done on the same day as that of Mr. Makler, whose availability I will get back to you on.

I will wait to hear from you regarding Ms. Tsimerma's availability and on whether or not you will want to depose the Mssrs. Tskach and Schwatsman.

Thank you.

Alex.

ALMONTE LAW FIRM, P.C.

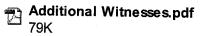
2472 McDonald Avenue Brooklyn, NY 11223 Tel. 718-232-2111

Fax. 718-236-4741 (not for service of process)

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[Quoted text hidden]

3 attachments





Scanned, Signed Answer.pdf 1486K

Julian Lowenfeld <jlowenfeld@gmail.com>
To: ALMONTE LAW <almontelawfirm@gmail.com>

Fri, Jul 12, 2013 at 1:09 PM

Dear Alex:

Thanks for your prompt response.

With respect to Ms. Tsimerman, she's not available that date. I also note that she's a non-party. In order to avoid the rigmarole of your subpoenaing her pursuant to FRCP 45, hiring a process server, and intepreter, and

court reporter, etc, why not just agree to depose her by written questions pursuant to FRCP 31? it would save money all round.

Indeed, I understand Oleg Makler's English is not particularly fluent. Given that, would you be willing to stipulate to the taking of Oleg Makler's deposition by written questions?

As a matter of fact, given that your witness list is three pages long, and as far as I can tell, all but Makler and Bratkovsky wish to testify solely as to alleged prior use of the mark.

maybe you can work out a revised version of the stipulation, which would avoid a monumental waste of time?

We do not deny Makler used the name. The question is whether (a) he was the only one who used the name. (B) Whether in using the name, he used the "mark."

Yours,

Julian

[Quoted text hidden]

Julian Lowenfeld <jlowenfeld@gmail.com>
To: Felix Gleizer <felixg007@gmail.com>

Fri, Jul 12, 2013 at 1:24 PM

[Quoted text hidden]

4 attachments

FRCP Request to Admit Bratva.doc 43K

Bratva Logo Registration Certificate.pdf 622K

Bratva Inc Shareholders Agreement.pdf 3949K

Bratva Inc Stock Purchase Agreement.pdf

ALMONTE LAW <almontelawfirm@gmail.com>
To: Julian Lowenfeld <ilowenfeld@gmail.com>

Fri, Jul 12, 2013 at 2:48 PM

Dear Julian,

Ms. Tsimerman is your witness so we are entitled to deposing her. If her non availability is a matter of picking a different date, that's fine, we can pick another date and get an interpreter. If you are refusing to produce her, please let me know. I do not think that written questions are going to be effective because we have no way narrowing down exactly what she is going to say, so oral depositions will probably be the most effective method of nailing this down and moving forward.

It seems that you have already sent me a Request of Admissions covering the same issues that we were going to stipulate to. Are we still going to work on a Stipulation of fact anyway? If so, perhaps we can forego with the redundant Admissions? I believe that we can revise the language of the Stipulation in such a way that it only says that our use of the Mark was prior to yours, without either suggesting that there were other users, or suggesting that there weren't. The rest of the stip we can probably just agree to.

Please let me know what you think.

Thanks.

Alex.

ALMONTE LAW FIRM, P.C.

2472 McDonald Avenue Brooklyn, NY 11223 Tel. 718-232-2111

Fax. 718-236-4741 (not for service of process)

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[Quoted text hidden]

Julian Lowenfeld <jlowenfeld@gmail.com>
To: ALMONTE LAW <almontelawfirm@gmail.com>

Sat, Jul 13, 2013 at 12:00 AM

Dear Alex:

- 1) I never refused to produce Ms. Tsimerman. It's just that August 1st just won't work for her, that's all. That said, she was only ever a "may call" witness and not a "will call" witness. Having consulted with my client, we will not be calling her. I don't see that she has anything in particular to add to the testimony of Gleizer or Vaksman from our side. If you wish to subpoen her and depose her—that's up to you. On August 1st we will produce only our two FRCP 30(b)(6) party witnesses: Gleizer and Vaksman, both of whom speak English.
- 2) I stand by our Request for Admissions. It's still not clear to me that you are really going to stipulate, and we have a tight discovery schedule, so I'm sorry.

You understand: it's not usually wise to litigate based on hope. Besides, we lawyers are often redudant. Why else do we ask people to "cease and desist"

or try to hold people "free and clear" of liability or draft someone's "last will and testament"? Some repetition, is alas, part of our job.

So yes, the Request for Admissions pursuant to FRCP 36 stands. But let me point out that if we stipulate, then of course your responses to the Request do, as you pointed out, become basically moot. Anything you don't deny will be deemed admitted, which will be fine, since it'll also be stipulated. If you wish, you can state "admitted" to all the points stipulated on, or do nothing at all, and just respond as to any requested admission which you assert is clearly inconsistent with some specific part of our Stipulation (if we ever sign it).

- 3) Are you at least willing to stipulate as to the authenticity of your your own documents?
- 4) Are you willing to stipulate that your client was duly paid the \$100,000 called for by the Stock Purchase Agreement?
- 5) As I understand, our sole problem in completing the stipulation relates to the prior use issue, right?
- OK. Now let's try to make sense of it together:
- (a) I think both sides can agree that your client, Applicant Oleg Makler, was a user of the name "Bratva" prior to the formation of the corporation "Bratva, Inc."

(Note the indefinite article here — "a user" — putting it neutrally. This doesn't state or even necessarily imply that there were other users, but it also doesn't exclude the possibility.

Just as you requested).

But do you contend that "the mark" and "the name" are one and the same. What is your contention on this point?

- (b) Can we agree that, after the corporation was founded by Makler, and while he was its President, the corporation also used the name "Bratva" and has kept doing so? (I cannot imagine this is in dispute).
- (c) Assuming yes to both questions in 5 (a) and to 5 (b), how about roughly the following language for the portion of the stipulation that relates to the use of the mark?
- "Applicant Oleg Makler was a user of the mark 'Bratva' prior to the time when he formed the Opposer, the New York corporation Bratva, Inc.

After the formation of the Opposer in 2009, and during the time when Applicant was its President, the 'Bratva' mark was used by the Opposer, and is still being used by the Opposer."

Would that work?

- 6) Mr. Bratkovsky is not on your list of witnesses. If he is included, by my count you have 17 total witnesses, of whom just one is your party witness, while thirteen are witnesses solely as to your claims of alleged prior use, and three are parole evidence witnesses. My goodness! Is that correct?
- 7) Prior use, as discussed above, is a point we'll likely resolve by stipulation. If we do stipulate as to prior use, why do we need any separate witnesses much less a grand total of thirteen— on that point which won't even be a point at all? That just makes no sense.

When we conferred by phone, I thought we had basically agreed that the main issue in this case is not alleged prior use, but whether, after alleged prior use, ownership of the mark was transferred. Thus 13 non-party witnesses on the tangential point of alleged prior use is unjustified, as well as burdensome and excessive. Besides, this is not the Apple v. Samsung litigation; it is by no means reasonable that I should have to depose seventeen witnesses — of whom sixteen are non-parties—just to grasp what your case will be. If you fairly omit those witnesses whose testimony will be in needlessly duplicative and cumulative, which ones do you really need to set forth your case fully?

Please think about that in a spirit of fair play as you respond to our First Interrogatories pursuant to FRCP 33. They are enclosed herewith, along with our First Request for Documents, Electronically Stored Information and Things pursuant to FRCP 34.

- 6) I'd like to depose Mr. Makler, on August 7th. If that works for you, let me know.
- 7) As to your new parole evidence witnesses, perhaps I will dispense with their depositions altogether, which will save everyone time and money, if your Interrogatory responses are clear and specific enough. " A stitch in time saves nine."

I look forward to your response, and have a pleasant weekend.

Sincerely yours,

Julian Henry Lowenfeld [Quoted text hidden]

2 attachments



Opposer First Interrogatory.doc



Opposer First Request for Production of Documents and Things.doc 42K

ALMONTE LAW <almontelawfirm@gmail.com>
To: Julian Lowenfeld <ilowenfeld@gmail.com>

Tue, Jul 16, 2013 at 12:17 PM

Dear Julian.

When we first spoke, you told me that first prior use of the mark by our client would not be at issue and you would instead focus on the transaction between our clients.

If that's still your position, we should indeed be able to eliminate a lot of first use related discovery and arguments by a simple stipulation. However you seem to continue to expand the scope of the stipulation, and by doing so, I believe you are making the process of stipulating more difficult than it has to be. For example, I think it is pretty obvious that we are not going to stipulate to your client's continuing use, both because we have no factual knowledge of the same, and because this has no relation to our first prior use. We are also not going to stipulate that there could have possibly been other users of the name because this is beyond the scope of this case.

What I would propose is as follows: If you prefer to not get into the issues concerning other possible users of the mark, then we can use the revised stipulation attached hereto, which focuses solely on the fact that our client had first prior use as compared with your client and nothing more.

If your position has changed and you do not want to stipulate to our first prior use, then we will of course have no choice but to rely on all those witnesses we have listed. In that case, we can still stipulate to the authenticity of documents etc, but the stipulation will have to be revised.

Finally, if you are not going to call Ms. Tsimerman, let's just resolve that issue right now by stipulating to that. I have also included those facts which you proposed we stipulate to, with which we agree.

Please have a look at the attached document and let me know what you think.

Thank you.

Alex.

ALMONTE LAW FIRM, P.C.

2472 McDonald Avenue Brooklyn, NY 11223 Tel. 718-232-2111 Fax. 718-236-4741 (not for service of process)

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[Quoted text hidden]

Julian Lowenfeld <jlowenfeld@gmail.com> To: ALMONTE LAW <almontelawfirm@gmail.com>

Tue, Jul 16, 2013 at 12:27 PM

Just to clarify, I said that the company was formed, indeed, incorporated by your client, and that this happened after the name was being used. There is no dispute that your client was one of those who was using the name before the company was formed. We just aren't willing to stipulate that he was the sole user of the name. We would stipulate that he was a user of the name.

Surely we can work this tiny distinction out? I'll see what you sent me. But we for our part need clarification on the following:

Are you contending that the name Bratva" is the same thing as the mark Bratva? How do you define the mark?

[Quoted text hidden]

ALMONTE LAW <almontelawfirm@gmail.com> To: Julian Lowenfeld <jlowenfeld@gmail.com>

Tue, Jul 16, 2013 at 12:29 PM

Dear Julian,

I will get back to you on this mark v. name issue.

Let me know what you think of the stip.

Thanks.

Alex.

ALMONTE LAW FIRM, P.C.

2472 McDonald Avenue Brooklyn, NY 11223 Tel. 718-232-2111

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[Quoted text hidden]

Julian Lowenfeld <jlowenfeld@gmail.com>
To: ALMONTE LAW <almontelawfirm@gmail.com>

Tue, Jul 16, 2013 at 12:30 PM

I will a bit later. I've got a client who's just come. [Quoted text hidden]



Cancelation of Depositions

ALMONTE LAW <almontelawfirm@gmail.com>
To: Julian Lowenfeld <jlowenfeld@gmail.com>

Tue, Jul 30, 2013 at 12:01 PM

Dear Julian,

As per our conversation, please allow this email to serve as notice of cancellation of the Depositions of your clients scheduled for August 1.

I will notify you if we decide to go forward with the Depositions after I receive and review the documents we requested from you.

Thanks,

Alex.

ALMONTE LAW FIRM, P.C.

2472 McDonald Avenue Brooklyn, NY 11223 Tel. 718-232-2111

Fax. 718-236-4741 (not for service of process)

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Makler v Bratva Discovery and Insufficiency of Responses

7 messages

Julian Lowenfeld <jlowenfeld@gmail.com>

mu, Aug 15

Thu, Aug 15, 2013 at 6:14 PM

To: ALMONTE LAW <almontelawfirm@gmail.com> Bcc: Felix Gleizer <felixg007@gmail.com>

Dear Alex:

- 1) Enclosed please find our Bates-stamped initial production of documents pursuant to your document request. The documents are arranged in order to be specifically responsive to Requests 1,2,3,4,5, 9, and 14, and 15. Request Number 6 (for Mr. Gleizer personal tax returns) is objected to as being irrelevant, unlikely to lead to relevant information, abusive, and way, way beyond the scope of this case by any reasonable analysis. There are no documents responsive to Requests 7,8,10, 11,12, and 13. My client is continuing to diligently search for further documents responsive to your requests. If and as they are found, i will produce them.
- 2) I have received your replies to Bratva's discovery requests.
- A) Request for Admission

Your answer to Request Number 9 related to Bratva's payment of the purchase price, consists of one word: "Deny." Such a bald denial is legally insufficient, as it clearly violates FRCP 36 (4), which states:

"Answer. If a matter is not admitted, the answer must specifically deny it or state in detail why the answering party cannot truthfully admit or deny it. A denial must fairly respond to the substance of the matter; and when good faith requires that a party qualify an answer or deny only a part of a matter, the answer must specify the part admitted and qualify or deny the rest."

I will move to strike your denial unless you conform your denial to FRCP 36 (4). If you specifically deny that your client has received \$100,000, state exactly how much money you claim your client has actually been paid, specifying the amount. Likewise, if the chronology is wrong, specify the correct dates on which payments were made. But you cannot legally simply state "Deny." It is not at all remotely acceptable under FRCP 36(4).

B) Document Request

I note that your response to Bratva's FRCP 34 document request does not conform to FRCP 34 requirements, and also provides exactly zero documents, zero pages. In particular your refusal to supply the documents on which you yourselves plan to rely in connection with this proceeding is absurd, and clearly violative of FRCP 34. You are not allowed to keep your adversary in the dark under the Federal Rules. This is your opportunity to correct that violation before I file a Motion to Compel under FRCP 37, seeking such sanctions as FRCP 37 allows, including dismissal of your claim and counsel fees.

C) Interrogatory Replies

Likewise your response to our Interrogatories does.not conform to FRCP 33. Not only is it not verified, it is hopelessly vague. I am entitled under Rule 33 to be given minimal information about your witnesses and, as well, what their specific contentions are. You can't just keep your cards close to your chest—this isn't poker.

Kindly correct your responses and send the amended responses as soon as possible, or I will file the appropriate Motion to Compel pursuant to FRCP 37.

3) I am still waiting for the Stipulation signed by your side. Please send it.

Sincerely,

Julian Henry Lowenfeld, Esq. 350 Central Park West, Suite 13-C New York NY 10025 USA

Tel. 1 (917) 375-9996

Fax. 1 (917) 534-6090

Email: JLowenfeld@gmail.com



BRATVA Discovery.pdf

6494K

ALMONTE LAW <almontelawfirm@gmail.com>

To: Julian Lowenfeld <jlowenfeld@gmail.com>

Fri, Aug 16, 2013 at 12:19 PM

Julian,

I will get back to you on this next week.

Alex.

ALMONTE LAW FIRM, P.C.

2472 McDonald Avenue Brooklyn, NY 11223

Tel. 718-232-2111

Fax. 718-236-4741 (not for service of process)

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Julian Lowenfeld <jlowenfeld@gmail.com> Draft To: ALMONTE LAW <almontelawfirm@gmail.com>

Fri, Aug 16, 2013 at 1:17 PM

Dear Alex:

OK, have a good weekend.

[Quoted text hidden]

Alexander Paine <paineesg@gmail.com> To: Julian Lowenfeld <jlowenfeld@gmail.com>

Tue, Aug 20, 2013 at 7:30 PM

Dear Julian,

I have received your Discovery Responses (by email) and will look over them this week. You should have also received one more set of Discovery Requests last week. Please address your responses to those, and also all other correspondences to me from now on. As you now know, there has been a change of attorneys on this end, so please bear with me for a short while as I get up to speed.

In regards to your email concerning my client's Discovery Responses, please see my comments below:

A) I do not agree that my client's answer to your request for admissions concerning the payment of \$100,000 is insufficient. In your follow up email you ask some specifics questions, such as: How much the [Applicant] was paid?, Specify correct dates of payments, etc., all of which are valid interrogatories. However, you did not previously ask any of those, so your request for admission as stated appears to be an attempt to establish that the entire purchase price of \$100,000 was paid in 2011, which my client specifically denies. Contrary to your contention, my client is not required to get into a narrative explanation when all your are seeking is an admission of a fact that the purchase price was fully paid in 2011. If you feel you need to make a motion to strike this denial, you are of course free to do so, but I do not believe that this is a key issue in this case and believe that we should be able to work this out.

There is no big secret here, so I would be happy to explain the difficulty here. First of all, it is my understanding that there was a \$100,000 loan that was made by Mr. Makler to Bratva Inc in accordance with the Shareholder's Agreement which you provided. It is unclear whether the \$100k was paid back to him as the purchase price under the Stock Purchase Agreement, or as repayment of the loan (which happens to be in the same amount). Second, it is my understanding that most of the payments were made in 2011, but some were made in 2012. If what you are trying to establish is only this latter point, I have no problem stipulating to this. Would you also stipulate that my client loaned or paid \$100,000 to Bratva as per the Shareholder's Agreement? If you would, we can get this issue out of the way.

- B) As far as your request for documents goes, Mr. Makler is continuing to diligently search for more documents, and I will of course provide them to you as soon as they become available. In the meantime, I understood from talking to you that the legal issues presented by your client's Opposition are rooted in the Shareholder's Agreement and Stock Purchase Agreement (both of which were already provided by you), and also those documents which were submitted as part of our initial application, all of which are already part of the record. I believe that all of the above do conform with FRCP 34, but if you feel otherwise, please let me know specifically what you think the non-conformity is, and I will try to address it. Once again, if you feel that you need to make a motion to compel, that's of course up to you, but I do not believe that motion practice is necessary at this juncture.
- C) I will get the Interrogatories verified and will resend them to you. This will not be a problem. However, as to any purported vagueness, I believe that you have been provided with the specific subject matter of each witness's testimony. My understanding is that each witness possesses general knowledge of the specific subject matter stated, as opposed to any single specific contention, so your question was answered to the best of my client's knowledge. Accordingly, as to your questions as stated, I do not see any non-conformity with FRCP 33, if you do, please let me know what it is. As far as information about the identity of witnesses goes (addresses etc), I will try to gather it and will provide this to you. I am not sure what other information about the witnesses you are looking for, but I assure you there are no secrets here, so perhaps its best that we discuss this point.

In regards to the Discovery Stipulation, I do not have one signed by Alex Almonte in my file. It appears that neither it, nor any of the other stipulations of fact that were at some point discussed were ever actually signed. I will need to speak with Alex Almonte about this and will get back to you.

Please let me know if you have any questions, or give me a call if you want to discuss.

Very Truly Yours,

Alexander Paine, Esq.

606 Brighton Beach Ave. 2FL

Brooklyn, NY 11235 Tel.: (718) 676-1067 Fax.: (718) 795-1985

PaineEsq@Gmail.com

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On Mon, Aug 19, 2013 at 2:04 PM, ALMONTE LAW <almontelawfirm@gmail.com> wrote: Please see forwarded message.

ALMONTE LAW FIRM, P.C.

2472 McDonald Avenue Brooklyn, NY 11223 Tel. 718-232-2111

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On Thu, Aug 15, 2013 at 6:14 PM, Julian Lowenfeld <jlowenfeld@gmail.com> wrote: [Quoted text hidden]

Julian Lowenfeld <jlowenfeld@gmail.com>
To: Alexander Paine <paineesq@gmail.com>

Tue, Aug 20, 2013 at 11:43 PM

Dear Alex:

I am on vacation until the end of the month. I did not receive your discovery. Email me anything you want me to see, or else let's wait till the end of the month.

[Quoted text hidden]

Wed, Aug 21, 2013 at 9:20 AM

Dear Julian,

Enjoy your vacation.

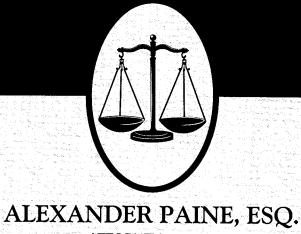
Lets talk after labor day.

[Quoted text hidden]

Julian Lowenfeld <jlowenfeld@gmail.com>
Draft To: Alexander Paine <paineesq@gmail.com>

Fri, Aug 23, 2013 at 4:12 PM

[Quoted text hidden]



ATTORNEY AT LAW

Date: September 3, 2013

To: Julian H. Lowenfeld, Esq.

Attorney for Opposer(s) Bratva, Inc. 350 Central Park West Suite 13-C New York, New York 10025

Re: Supplemental Response to Opposer's Request for Production of Documents

Dear Julian,

Please find enclosed documents in supplemental response to your request for production of the same. Please note that my client is continuing his search for more, and as soon as any more documents become available, I will send them to you.

Please let me know if you have any questions.

Alexander Paine, Esq.

PaineEsq@gmail.com



What are your coordinates?

2 messages

Julian Lowenfeld <jlowenfeld@gmail.com> To: Alexander Paine <paineesq@gmail.com>

Tue, Sep 17, 2013 at 1:56 PM

I wanted to call you to catch up on our status.

Julian Henry Lowenfeld, Esq. 350 Central Park West, Suite 13-C New York NY 10025 USA Tel. 1 (917) 375-9996

Fax. 1 (917) 534-6090

Email: JLowenfeld@gmail.com

Alexander Paine <paineesq@gmail.com> To: Julian Lowenfeld <ilowenfeld@gmail.com>

Tue, Sep 17, 2013 at 2:50 PM

Hi Julian.

I hope you had a nice vacation.

You should have received my client's documents while you were away. He is continuing to search for more.

My contact details are below:

Very Truly Yours,

Alexander Paine, Esq. 606 Brighton Beach Ave. 2FL Brooklyn, NY 11235 Tel.: (718) 676-1067

Fax.: (718) 795-1985 PaineEsq@Gmail.com

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[Quoted text hidden]



ALEXANDER PAINE, ESQ.

ATTORNEY AT LAW

Date: September 30, 2013

To: — Julian H. Lowenfeld, Esq. — — — —

Attorney for Opposer(s) Bratva, Inc. 350 Central Park West Suite 13-C New York, New York 10025

Re: Additional Discovery and Pre-Trial Discovery

Dear Julian,

Please find enclosed documents in supplemental response to your request for production of the same and also as part of our Pre-Trial Discovery. Please note that the Applicant intents on using all of the documents provided to you up to date at trial.

Please let me know if you have any questions.

Very Truly Yours

Alexander Paine, Esq.

PaineEsq@gmail.com

EXHIBIT 3

IUL. 20. 2010:12:41PM71823Alco Corporate ServiceE-BRATKOVSKY

NO. 5450 2001/002



This Certificate issued under the seal of the Copyright Office in accordance with title 17. United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Copyrights, United States of America

Registration Number

Effective date of registration:

September 28, 2009

Title		
Title of Work: HRATVA		
with erious Publication —		
Year of Completion: 2004		
Date of 1st Publication: January I,	2005 Nation of 1st Publication: United States	
Author Bratva		
Author Created: , tox; 2-D ar		
Work made for hire: Yes		
Critizen etf: United State	55	
Copyright claimant	Donald Real Dinted States	··
Copyright Communic BRATVA, IN		
	NE AVE # 162, BROOKLYN, NY, 11224, United States	
Rights and Permissions		
Organization Name: Almonte & Br	rajkovolar PT.T.C	
Namo: Alexander Ali	Inonie For	
Email: zicoinc2@zol		
Address: 2652 coney/Isl	Telephone: 518-589-1213	2
	11223 United States	
Certification		
Name: Alexander Almo	Order, Herr	
Date: Squamber 28, 2		
Applicant's Tracking Number: BRATVA		
DEPORTURA TIME. IAN CT 17-10PM	Page 1 of 2	

NO. 5450

O.JUL. 20. 20102-12:41PM 7182:Alco Corporate Service B-BRATHOVSKY

2@002/002

Registration #: • VA0001687373

Service Request#: 1-238149941

Almonie & Brakovsky PLLC Alexander Almonte, Esq. 2652 Coney Island Avenue Broaklya, NY 11223

DECEIVED TIME IN 11 17.90PM

AGREEMENT OF SHAREHOLDERS

OF BRATVA, INC.

AGREEMENT, dated 1124, Felix Gleizer, residing at 445 Neptune Ave., Brooklyn, NY 11224, Felix Gleizer, residing at 404 Melba Street, Staten Island, NY 10314, and Gary Vaksman, residing at 2720 East 19 Street, Brooklyn, NY 11235 (the aforesaid parties, together with all subsequent owners of the capital stock of BRATVA, Inc., being hereinafter referred to collectively as "Shareholders" and individually as a "Shareholder") and BRATVA, Inc., a New York Corporation, having its principal place of business at 1205 Surf Ave, Brooklyn, NY 11224 (the "Corporation").

WITNESSETH

WHEREAS, the Corporation is a New York Corporation with 200 authorized and issued no par shares of stock,

WHEREAS, the Shareholders are the owners of the shares of the capital stock of the Corporation, being 100% of all of the issued and outstanding stock of the Corporation, (hereafter issued and outstanding, being hereinafter referred to as the "Shares"); and

WHEREAS, the Corporation is the registered owner of "Bratva" copyright and logo, website Bratva-usa.com and BratvaBar.com;

WHEREAS, the parties hereto desire to set forth their agreement with respect to the Shares.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Restrictions On Transfer of Shares

No Shareholder shall, directly or indirectly, sell, donate, pledge, hypothecate, encumber or otherwise transfer all or any part of the Shares now or hereafter owned by him without complying with the provisions of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, no sale, donation, pledge, hypothecation, encumbrance or other transfer of Shares shall be recognized or deemed effective unless the transferee shall execute and agree to be bound by this Agreement.

Any sale, donation, pledge, hypothecation, encumbrance or other transfer which is not in compliance with the provisions of this Agreement shall be null and void, and shall not be recognized by the Corporation or the Shareholders, and the transferee shall not be entitled to vote any of the shares of the Corporation, nor receive any dividends, profits or other distributions, no shall the transferee have any other rights as a Shareholder of the Corporation.

2. Transfers To Family Members

In case of death or incapacity of Shareholder shares are automatically transferred to his/her heirs. However, such heirs or family members cannot be on a Board of Directors unless agreed by the unanimous vote of the Board of Directors.

3. Voluntary Transfers Of Shares

If a Shareholder desires to sell or transfer any of his Shares, other than a transfer to family members provided in Article 2 above, such Shareholder (the "offeror") shall give written notice thereof to the other Shareholders and the Corporation (the "offeror's notice), which notice shall set forth the name and address of the proposed transferee, the proposed price or consideration to be paid or given, and all other pertinent details of the proposed sale or transfer. The offeror's notice also shall contain an offer to sell such Shares to the other Shareholders and the Corporation, in accordance with the provisions of this Article 3.

For a period of sixty days after receipt of offeror's notice (the "initial option period"), the other Shareholders, or any of them, shall have the right to purchase all or any part of the Shares offered for the price and upon the terms and conditions provided in this Article 3, by giving notice of intention to purchase to the offeror, the other Shareholders and the Corporation within the initial option period.

Each of the other Shareholders shall have the right to purchase that portion of the Shares offered as the number of Shares owned by each bears to the total number of Shares owned by all of the Shareholders (other than the offeror). If a Shareholder does not elect to purchase his full portion of said Shares before the expiration of the initial option period, the remaining Shareholders shall have the right to purchase, in the aforesaid proportions, all of the Shares not purchased by giving notice of intention to purchase to the offeror and all other parties hereto on or before the date which is twenty days after the expiration of the initial option period. The Corporation shall have the right to purchase all of the Shares not purchased by the Shareholders, by giving notice of intention to purchase to the offeror and all other parties hereto within thirty days after the expiration of the initial option period.

The purchase price for each of the Shares purchased by the other Shareholders or the Corporation pursuant to the options provided in this Article 3 shall be the lesser of the purchase price set forth in the offeror's notice or the purchase price determined in accordance with the provisions of Article 4 below.

The following terms and conditions shall apply to the purchase of any Shares pursuant to the options provided in this Article 3:

- (a) No portion of the purchase price of the Shares shall be required, but may be paid in cash or by certified check by the purchasers to the offeror within thirty days after the date on which the notice of intention to purchase was given by the purchasers.
- (b) Any balance of the purchase price not paid based on Article 2(a), shall be paid to the offeror in cash or by certified check, or, at the option of the purchasers, in

36 consecutive equal monthly installments, with the first installment to be due thirty days after the notice of intention to purchase was given by the purchasers and with each subsequent installment to be due on the same day of each succeeding month This obligation shall be evidenced by a negotiable installment note to the order of the offeror providing for: (1) interest at the rate equivalent to prime rate on the date of the closing of title for the purchased shares on the unpaid principal balance; (ii) the right of prepayment without penalty; and (iii) acceleration of the entire unpaid principal balance in the event of a default in the payment of principal or interest for more than ten days after notice and demand. Said installment note shall be executed and delivered by the purchasers simultaneously with the payment provided for in clause (a) above.

- (c) Upon receipt of the cash payment and the installment note, if any required in clauses (a) and (b) above, the offeror shall deliver to the Corporation the certificate(s) evidencing the Shares of the offeror, with any other instruments required by the Corporation, so that full and complete title to the Shares can be transferred on the books of the Corporation.
- (d) If Shares of the offerer have been purchased by delivery of an installment note, then, after the Shares have been transferred as provided in clause (c), the new certificate for said Shares shall be delivered by the Corporation to the offeror to be held as collateral security for payment of the installment note. If the purchasers are not in default under the installment note, the purchasers shall be entitled to vote said Shares and to receive all dividends payable thereon. Upon payment of all indebtedness evidenced by the installment note, the new certificates for said Shares shall be delivered to the purchasers. If the other Shareholders and the Corporation do not elect to purchase all of the Shares which are the subject of the offeror's notice, the offeror (subject to the provisions of Article 5 hereof) may sell, donate, pledge, hypothecate, encumber or otherwise transfer the shares not purchased to the transferee designated in offeror's notice, for the consideration and upon the terms and conditions set forth therein, but not otherwise. If the transfer of all shares is not completed within sixty days after the expiration of the aforesaid options, such Shares may not thereafter be transferred unless they again are offered to the other Shareholders and the Corporation in accordance with this Article 3. If the Shares of any Shareholder are involuntarily transferred to a pledge, judgment creditor, assignee for the benefit of creditors, receiver, trustee in bankruptcy or other person, such transfer shall be deemed to constitute a notice to the other Shareholders and the Corporation, as of the date of such transfer offering to sell all of the Shares affected upon the terms and conditions provided in this Article 3 for a price determined in accordance with the provisions of Article 4 hereof. No pledge, judgment creditor, assignee for the benefit of creditors, receiver, trustee in bankruptcy or other holder of Shares, without regard to the manner of acquisition of the Shares or the nature of the interest therein, shall sell, donate, pledge, hypothecate, encumber or otherwise transfer any Shares without complying with the provisions of this Agreement in the same manner as if such holder or person asserting the interest in such Shares was named as a Shareholder herein. Notwithstanding anything to the contrary herein, at any time a shareholder desires to sell his or her shares to an individual

or an entity that is not already a shareholder, then current shareholders of the Corporation by a vote of the majority may reject such sale. Such rejection shall be deemed a resolution by the Board of Directors and the Corporation not to issue any shares to the potential new shareholder. Such rejections shall be limited to a maximum of two for any one selling shareholder.

For the purposes of this agreement equitable distribution to the former spouse of shareholder is deemed to be a voluntary transfer of shares and shall be treated in accordance with Article 3 herein. In any event, no former spouse shall become a shareholder of Corporation without unanimous consent of Board of Directors.

4. Purchase Price

For purposes of purchases of Shares pursuant to the provisions of this Agreement, the purchase price for each Share shall be the fair value of each Share as determined pursuant to this Article 4.

Within sixty days after the end of each fiscal year of the Corporation, the parties hereto (including any successors in interest) shall determine the fair value of each Share for the then current fiscal year, and shall execute a certificate of valuation, substantially in the form annexed hereto, setting forth said fair value.

The parties hereto at any time may execute a new certificate of valuation, revising the fair value of each Share. The most recent certificate of valuation, duly executed by the parties, shall supersede all prior certificates of valuation. The fair value of each share as predetermined from time to time shall take into account the tangible and intangible assets of the Corporation, including good will and other relevant factors, and liabilities of the Corporation.

If the parties hereto fail to predetermine the fair value of each Share within sixty days after any fiscal year, the fair value of each Share for the purpose of establishing the purchase price hereunder shall be as agreed upon by the seller and purchases of the Shares. If they are unable to agree upon the fair value fifteen days prior to the date of the purchase, then the fair value of each Share shall be determined by appraisal as follows:

- (a) Not less than ten days prior to the date of the purchase, the seller of the Shares shall appoint one appraiser, and the purchaser or purchasers of the Shares shall appoint one appraiser.
- (b) If either the seller or the purchaser (or purchasers) shall fail to appoint an appraiser, the appraiser appointed by the other shall determine the fair value of each Share.
- (c) If the two appraisers appointed by the seller and the purchaser (or purchasers) shall fail to agree upon the fair value of the Shares five days prior to the date of the purchase, the two appraisers shall appoint a third appraiser, and the determination of the majority of the appraisers shall be binding upon all parties.

(d) All costs of any such appraisal shall be borne equally by the seller and the purchaser (or purchasers) of the Shares.

5. Subchapter S Election

Omitted.

6. Officers And Directors

The Shareholders shall vote their Shares and otherwise act so as to provide that the directors of the Corporation shall be three in number, consisting of Oleg Makler, Felix Gleizer and Gary Vaksman, and that the officers of the Corporation shall be Oleg Makler as Vice President, Gary Vaksman as Treasury and Secretary, and Felix Gleizer as President. If any director or officer of the Corporation shall cease to be a Shareholder, he shall be deemed to have thereby tendered his resignation as such director and/or officer. Any directorship or office so vacated shall be filled by a person designated by the successor in interest of the former Shareholder with unanimous approval of Board of Directors, provided such successor in interest acquired its Shares in compliance with this Agreement.

Except as otherwise provided in this Agreement, each officer and director of the Corporation shall devote such time and attention to the business of the Corporation as he deems advisable, and shall receive for his services to the Corporation such compensation as the Board of Directors of the Corporation from time to time may determine.

Each officer and director shall receive such compensation as the board of Directors from time to time may authorize and shall be reimbursed by the Corporation for reasonable expenses incurred in furthering the business of the Corporation, provided said expenses are supported by proper vouchers.

7. Corporate Bank Accounts

The Corporation shall maintain one or more bank accounts in any bank or banks as the Board of Directors may from time to time designate. Any corporate resolutions, signature cards or similar instruments requested by any bank shall provide that two Directors shall be the authorized signatories on behalf of the Corporation for the purpose of making deposits and withdrawing corporate funds. Any withdrawal, transfer or checks in the amount of \$3,000 shall require dual signatures.

8. Corporate Books And Records

The Corporation shall maintain true, complete and accurate records and books of account. All books and records of the Corporation shall at all times be made accessible and available to the parties hereto and their duly authorized representatives, for examination during reasonable hours, provided that reasonable notice of a party's intention to exercise such rights is given to the Corporation.

9. Investment By Shareholders Of The Corporation

Shall majority of the Board of Directors determines that further investment by shareholders into the Corporation is necessary, all the shareholders shall provide such investment proportionally to their equity position in the Corporation.

As of today in consideration of receiving interest in the Corporation, shareholders extended interest free loans to the Corporation as follows:

 Felix Gleiser
 \$100,000.00

 Oleg Makler
 \$100,000.00

Gary Vaksman \$100,000.00

Notwithstanding anything to the contrary herein, Corporation shall pay off any loans that it receives from its shareholders at rate of 50 of its declared profits. The repayments shall be proportional based on the amount owed, to all shareholder creditors. Furthermore, notwithstanding anything to the contrary herein, the Corporation shall distribute retained profits every three months. The Corporation shall distribute not less than 50 of its declared profits, unless an action to withhold distribution of profits is resolved by a unanimous vote of the Board of Directors.

10. Employment Agreements

The parties agree as follows:

10.1 The Compensation for officers/shareholders of the Corporation shall be set by the unanimous vote of the Board of Directors. Such compensation may be changed by the unanimous vote of the Board of Directors of the Corporation. It is understood by all parties that all officers shall contribute utmost effort to day-to-day operation of the Corporation.

10.2 If a Shareholder ceases to function in the capacity of an employee of the Corporation then his/her salary or draw will be terminated until he/she regains their status as an employee. The termination of the salary or draw will, however, shall in no way affect the Corporation's distribution of profits to that Shareholder.

11. Actions Requiring Board Approval

The following actions shall be taken by the corporation only after the approval by unanimous vote of the Board of Directors of the Corporation:

- (a) an amendment of the Certificate of Incorporation or By-laws of the Corporation;
- (b) the purchase of any interest in the stock, assets or business of any corporation, partnership or other entity other than in the ordinary course of business;
- (c) the selection or discharge of the officers of the Corporation;

- (d) the merger, consolidation, dissolution, liquidation or cessation of business activities of the Corporation:
- (e) the entering into, modification or termination of any lease, contract or agreement with a term of one year or more;
- (f) the sale, purchase, transfer, hypothecation or lease of any asset other than in the ordinary course of business;
- (g) the borrowing of money;
- (h) the making by the Corporation of any loan or advance to any person, corporation, partnership or other entity;
- (i) the guaranty of any obligation or debt of any third party;
- (i) the making of any expenditure of \$10,000 or more;
- (k) the making of capital expenditures which aggregate \$50,000 or more within any fiscal year;
- (1) the declaration or payment of dividends or distribution upon the Shares, unless otherwise provided for in this Agreement;
- All other day-to-day operational matters shall be decided by the 2/3 of the votes of the officers of corporation.

12. Transactions With The Corporation

No director or officer of the Corporation shall be disqualified by such directorship or office from dealing or contracting with the Corporation as vendor, purchaser or otherwise. No contract, transaction or act of the Corporation shall be void or avoidable or affected by reason of the fact that any such director or officer, or any person, corporation, partnership or other entity in which any such director or officer has an interest or is an officer, director, stockholder or employee, whether or not such interest is adverse to the Corporation. No director or officer having such interest shall be liable to the Corporation or to any Shareholder, or creditor thereof, or to any other person or entity, for any loss incurred by it under or by reason of any such contract, transaction or act; nor shall any such director or officer be accountable for any gains or profits realized thereon. Nothing in this Article 10 shall be deemed or construed to protect any director or officer of the Corporation against any liability to the Corporation or the holders of its Shares to which he would otherwise be subject by reason of willful misfeasance, fraud, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his directorship or office.

13. Issuance Of New Shares Prohibited

It is the intention and agreement of the parties that their respective interests in the Corporation shall not be diluted by the issuance or sale of new Shares. Accordingly, the Corporation shall not issue or sell any additional stock after the date hereof, whether by way of original issue or sale of treasury shares, without the prior written consent of all of the Shareholders.

14. Legend On Certificates

The stock certificates shall contain information that transfer of said certificates shall be

subject to this agreement

15. Notices

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given when delivered by hand, or by Federal Express courier, or by registered or certified mail. return receipt requested, with postage prepaid, to the party or parties to whom such notice is intended to be given at the address of such party first above written or such other address as such party may designate by notice given hereunder.

16. Miscellaneous

This Agreement shall be governed by the laws of the State of New York. If any provision or provisions of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain binding and in full force and effect.

Wherever appropriate, the singular shall include the plural, and vice versa, and the male gender shall include the female and neuter. The captions in this Agreement are for convenience only, and shall not affect the construction of the provisions hereof.

This Agreement may be terminated, waived or modified only by a written agreement executed by the party against which enforcement of such termination, waiver or modification is sought. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of a party's right to demand strict performance of all of the terms of this Agreement, nor shall it constitute a waiver of any subsequent breach of any provision of this Agreement.

This Agreement merges and supersedes all prior understanding and oral or written agreements of the parties hereto with respect to the subject matter hereof.

This Agreement may be executed in several counterparts, each of them shall constitute an original, but all counterparts shall constitute but one and the same agreement. The Corporation agrees that a copy of this Agreement shall be kept at the principal office of the Corporation, for inspection by the Shareholders. Any Shareholder shall have the right to inspect said copy of this Agreement and the books and records of the Corporation at reasonable times after reasonable notice.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and they respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall apply to all stock and equity securities of the Corporation now or hereafter acquired by the Shareholders or any of their successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BRATVA, INC.

Felix Gleizer (President)

oleg Makler (Shareholder)

Vaksman (Shareholder)

Felix Glairer (Shareholder)

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Notary Public, State of New York
No. 01AL5044330
Qualified in Kings County
Commission Expires May 30, 20 (

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Notary Public, State of New York
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Notary Public, State of New York
No. 01AL5044330
Qualified in Kings County
Commission Expires May 30, 20 to

EXHIBIT A

LIST OF SHAREHOLDERS

OF

AS OF TO 10

NAME	NUMBER OF SHARES	% OF INTEREST IN CORPORATION
Oleg Makler	66.6	33.3%
Felix Gleizer	66.6	33.3%
Gary Vaksman	66.6	33.3%

Verified and signed by Corporate Secretary

SEAL

Gary Vaksman (SECRETARY)

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made as of December 2010 by and between Oleg Makler, an individual residing at 445 Neptune Ave., Brooklyn, NY 11224 ("hereinafter referred to as the "Seller") and Bratva, Inc., a New York corporation located at 1205 Surf Avenue, Brooklyn, NY 11224 (hereinafter referred to as the "Buyer").

WITNESSETH

WHEREAS, the Seller is the shareholder of Bratva, Inc. (hereinafter reffered to as the "Corporation"), owning 66.66 shares of the Corporation which represents 33.33% of all of the issued and outstanding stock of the Corporation; and

WHEREAS, the Corporation is engaged in the restaurant/bar services at 1205 Surf Avenue, Brooklyn, NY 11224 (the "Facility"); and

WHEREAS, Seller wishes to sell all of his shares of the Corporation and right to use name "BRATVA" for any and all corporate purposes and Buyer wish to purchase all of Seller's shares and right to use name "BRATVA" for any and all corporate purposes in accordance applicable laws, rules and regulations; and

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to as follows:

ARTICLE I SUBJECT MATTER OF TRANSACTION

1.1 Transfer of shares of the Corporation. Subject to the terms and conditions of this Agreement, at the Closing as provided for in this Agreement, the Seller shall sell, transfer and deliver to the Buyer 66.66 shares of the Corporation (the "Purchased Shares"), which constitute 33.33% of all of the issued and outstanding stock of the Corporation, and Buyer will purchase from Seller the Purchased Shares.

The aggregate purchase price (the "Purchase Price") for the Purchased Shares is set forth in Section 1.2 below.

- 1.2 Purchase Price. The Purchase Price for the Purchased Shares shall be ONE HUNDRED THOUSAND (\$100,000.00) AND 00/100 DOLLARS jointly and severally payable by Buyer.
- 1.3 Payment of Purchase Price. The purchase price as set forth in paragraph 1.2 above shall be paid by Buyer at the time of execution of this Agreement as follows:
- a) \$50,000.00 shall be paid by Buyer in cash or confiled check;

- b) \$50,000.00 shall be paid by Buyer in ten (10) monthly installments of \$5,000.00 pursuant to Promissory Note and Personal Guaranty attached to this Agreement.
- 1.4 The Facility. The Facility is being operated by the Corporation pursuant to a lease agreement with which the Buyer are fully familiar and which has been examined by the Buyer at length heretofore. The Facility currently operates and shall further operate under name "Bratva".
- 1.5 Facility. Equipment and Business Condition. Buyer have conducted an independent investigation into the physical condition of the Facility, the equipment, if any therein, whether used by the Corporation or not in the operation of its business and the state of business and financial conditions of the Corporation and found them to be adequate. Seller makes no representation as to the physical condition, profitability, financial condition or any other matter respecting the Pacility, the equipment or the business of the Corporation. The Buyer are accepting the purchased shares "AS IS" without any representations made by the Seller, other than the representations specifically set forth in this Agreement, which representations shall not surveye the Closing, unless specifically set forth to the contrary.

ARTICLE II SELLER's REPRESENTATIONS WARRANITES AND COVENANTS

Seller hereby represent, warrants and covenants as follows:

- 2.1 Comparate Organization. Etc. Bratva, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. The true and correct copies of the Certificate of Incorporation of the Corporation have been delivered to Buyer.
- 2.2 Capitalization. As the date of this Agreement, the authorized capital stock of the Corporation consists of 200 shares of capital stock, with no par value, of which 200 shares were issued and outstanding and of which 66.66 shares comprise the Purchased Shares. The Purchased Shares are validly issued, fully paid and nonassessable. There are no outstanding (a) securities convertible into or exchangeable for the Corporation capital stock; (b) options, warrants or other rights or securities convertible into or exchangeable for capital stock of the Corporation; or (c) contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance of any capital stock of the Corporation. No additional shares of the Corporation shall be issued without prior written consent of Buyer.
- 2.3 Subsidiaries and Affiliates. The Corporation does not own, directly or indirectly, any capital stock or other equity securities of any corporation. No such interest shall be acquired without prior written consent of Buyer.
- 2.4 Stock Ownership and Authority to Sell. Seller owns, beneficially and of record, free and clear of any lien, pledge, charge, security interest, encumbrance, title retention agreement, adverse claim, right or option (except as may be created by this Agreement) the Purchased Shares. Seller has not assigned, sold, encumbered, pledge, hypothecated or transferred any of his Purchased Shares, and he is the sole owner thereof and has full right and authority and power to

sell and transfer them to Buyer. Seller have full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

- 2.5 Financial Statements and Tax Returns. Buyer have been afforded an opportunity to review all financial statements and tax returns of the Corporation. Buyer have conducted an independent study of the liabilities and assets of the Corporation and found them acceptable. Buyer hereby release the Seller from any tax obligations from the date of this agreement forward.
- 2.6 <u>Liabilities</u>. Buyer have examined all material liabilities or obligations of the Corporation. Seller shall not incur additional liabilities which will not be satisfied on or before the date of Closing without prior written consent of Buyer. Buyer hereby release the Seller from any obligations or liabilities from the date of this Agreement forward.

ARTICLE III BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer, jointly and severally, hereby represent and warrant as follows:

- 3.1 No reliance. Buyer represent that they are not relying on any statement, promise or representation which is not a part of this Agreement, made by the Seller or any other party; that the Buyer have conducted an independent investigation of the income, assets, liabilities, business prospects, affairs, financial condition etc. of the Corporation and are fully satisfied with respect thereto. The Buyer further represent that they are fully familiar with the income, assets, liabilities, business prospects, affairs, financial condition etc. of the Corporation and do not require Seller's representations with respect thereto. The Buyer further represent and acknowledge that the business of the Corporation requires and is currently in posesion of certain licenses/permits from governmental/regulatory authorities including but not limited to the Department of Fiealth and NYS Liquor Authority, etc., and that such licenses/permits may require further actions on behalf of the Buyer to effectuate the transaction contemplated in this Agreement with the abovementioned authorities. Buyer will bear any and all responsibility to file all necessary documentation/applications in connection to the transaction contemplated in this Agreement with any and all such licensing authorities.
- 3.2 Selvency and Financial Condition. Buyer are solvent and have not filed for bankruptcy or contemplate such filing.
- 3.3 Indemnification. From and after the Closing, the Buyer will reimburse, indemnify and hold harmless the Seller against and in respect of (i) any and all liabilities and obligations of any nature whatsoever relating to the Buyer, which result from or arise out of any event, occurrence, action, inaction or transaction occurring after the Closing Date; (ii) any and all actions; suits, claims or other proceedings or investigations against Seller which result from or arise out of any event, occurrence, action, inaction, or transaction occurring after the Closing Date; (iii) any and all damages, losses, costs and expenses incurred or suffered by Seller that result from any material misrepresentation, breach of material warranty or non-fulfillment of any material agreement or covenant on the part of the Buyer under this Agreement.

ARTICLE IV SELLERS' AND BUYER'S REPRESENTATIONS AND WARRANTIES

4.1.11 Brokers and Finders. Seller and Buyer represent to each other that they have not employed any broker in connection with this transaction and no brocker is entitled to any commissions in connection with the transactions contemplated by this Agreement.

ARTICLE V CLOSING

5.1 Closing Date. The Closing of the transactions contemplated by this Agreement shall take place simulataneously with execution of this Agreement, at the offices of Seller's attorney, or at such other place and time as shall be mutually agreed by the parties.

ARTICLE VI MISCELLANEOUS

6:1 Entire Agreement. This Agreement, including all Exhibits and Schedules attached hereto, if any, constitutes the entire understanding and agreement of the parties hereto relating to the matters set forth herein and supersedes any and all other understandings, negotiations or agreements between the parties relating to the subject matter set forth herein. This Agreement may not be changed, modified, amended or terminated, except by a writing duly authorized by the parties hereto.

6:2 Governing Law.

- (a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING CHOICE OF LAW RULES WHICH MAY CALL FOR THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.
- (b) Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of New York, Kings County, or a Federal Court having jurisdiction, and, by execution and delivery of this Agreement, the parties hereby accept, generally and appenditionally the exclusive jurisdiction of the aforesaid court(s) and appellate courts from any thereof.
- 6.3 Binding Effect. This Agreement shall be binding upon and mure to the benefit of the parties hereto and each of their respective successors and assigns.
- 6.4 Validity. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 6.5 Non-Assignable. This Agreement may not be assigned by any party without the express written consent of the other parties.

- 6.6 Headings. The headings used throughout this Agreement have been inserted for administrative convenience only and do not constitute matter to be construed in interpreting this Agreement.
- 6.7 Expenses. Each party shall pay its own costs and expenses relating to this Agreement and the transactions contemplated hereby.
- 6.8 Notices. Any notice, demand, request, waiver, or other communication under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered, return receipt requested, postage prepaid, or in the case of facsimile notice, on the date sent, or in the case of a nationally recognized overnight courier service, one day (excluding Saturday, Sunday or a legal holiday in the State of New York) after delivery to such courier service, addressed in each case as follows:

To Seller:

Oleg Makler 445 Neptune Ave. Brooklyn, NY 11224

To Buyer:

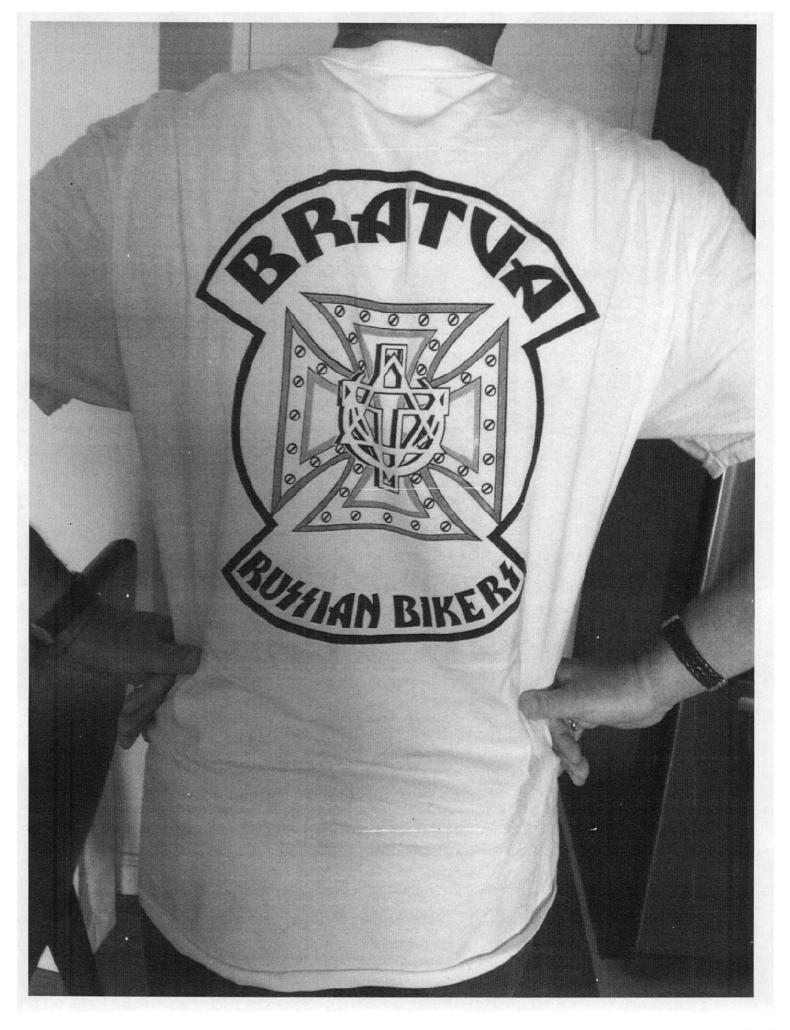
Bratva, Inc. 1205 Surf Avenue Brooklyn, NY 11224

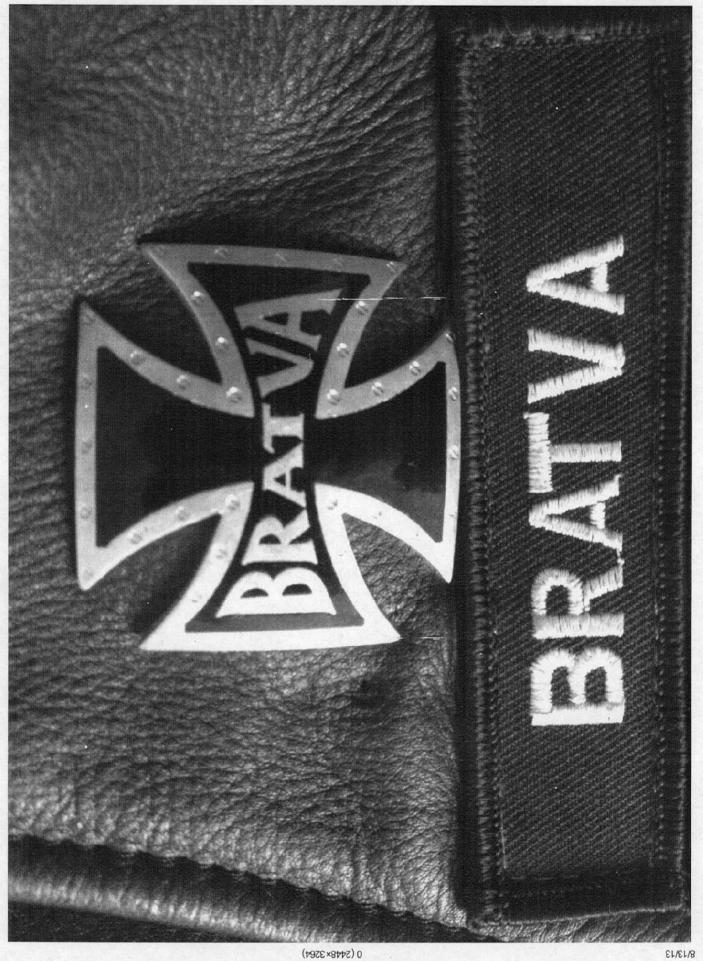
- 6:9 Waiver. At any time, any party hereto may waive compliance with any of the obligations, agreements or conditions contained herein. Any agreement on the part of a party hereto to such waiver shall be valid only if set forth in an instrument in writing signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or future failure.
- 6.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.
- 6.11 Construction. The parties acknowledge that Seller has been represented by an attorney, and Buyer chose not to retain a counsel of their own selection, that the terms of this Agreement have been negotiated between the parties and that it is further understood and agreed that this Agreement may have significant ratifications once signed and all parties shall be deemed to have drafted this document jointly and there shall be no negative construction or inference of the same drawn against any party as drafter of this Agreement.

6.12 Non-Recourse. The sole recourse of each party against the other for satisfaction of any obligations arising under this Agreement shall be: (a) in the case of a claim by Seiler against the Buyer/a Buyer or its successors and assigns only and not against any shareholder, partner, officer, director, agent or representative of Buyer; (b) in the case of a claim by Buyer against the Seller, against the estate of the Seller in the proceeds from the sale of the shares of stock herein only and no other assets or property.

IN WITNESS WHEREOF, the parties have caused this Stock Purchase Agreement to be executed the day and year first above written.

SELLER:	BUYER:
	BRATVA, INC.
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Oleg Makler	Felix Gleizer, President
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ACKNOWLEDGEN	AENTS
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County of Kings)	
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On this 6 day of December, 2010 before me.	the understood personality annual Tallia
- whose name is subscribted to the Wilhin inclination and self-	CSULADOR to ma there be super and the
his capacity and that by his signature on the instrument, twhich the individual actor, executed the instrument.	he individual, or the person upon behalf of
the bluese	
NOTARY	•







Russian-American Riding Group

About Us

Events

Photo Gallery

Forum

Contact

If you like motorcycles, the road and speed - this site is for you.

© Russian-American Riding Group



Russian-American Riding Group

About Us Event Photo Gallery Forum Contact

ABOUT US

BRATVA is a riding group for those who like riding and having a good time.

We are all about **HAVING FUN**,

We do not discriminate anybody by race, color, religion or hatiohality.

We are an open group and you can be a member of the group if you become friends with us.

© Russian-American Riding Group



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EVENT

Ride to Shawangunk Wine Trail on Saturday, August 13

There are two wineries that are worth visiting. They have very good reviews, they are just 6 minutes apart and they are only about 80 miles from NYC.

Benmarl Winery

156 Highland Avenue Marboro, NY 12542

http://www.benmarl.com/

http://www.yelp.com/biz/benmari-wine-co-marlboro

Stoutridge Vineyard

10 Ann Kaley Lane Mailboro, NY 12542

http://www.stoutridge.com/

http://www.yelp.com/biz/stoutridge-vineyard-marlboro

Brooklyn meets at the gasistation at 9:00 am

The rest will meet at the first gas station on Palisades Pkwy - right after the George Washington Bridge (take upper level) between 9:30 and 9:45 am. Please, don't be late!

© Russian-American Riding Group



BRATVA BAR

FRIDAY NIGHT BLUES
Feb 11th -April 30 9:15 pm



@ mayawizard101 * www.ClipartOf.com/93023

MEL "GUITAR" WILLIAMS

\$5 Pints- Good Food- Good Friends

Bratva Bar 1205 Surf Ave. Coney Island, NY 11224 Phone: (718) 714-7407 Web: bratvabar.com



BRATVA BAR

1205 Surf Ave Brooklyn NY 11224 / W 12 ST

(Across the street from new Luna Park)

Live BANDS every Friday & Saturday

Open M-F from 5 pm...Weekends from 1 PM

BILLIARD -HOOKAH - 55"FLAT SCREENS

Happy hour Mon-Fri 5-7 pm (domestic beer/house shots)

Thu – ladies night...all night...2 for 1

Sunday - free HOTDOG with purchase

Info 718-714-7407 <u>WWW.BRATVAbar.COM</u>

Coupon Free domestic beer with the purchase of a burger Not to be combined with any other offer

BRATVA BAR DRESENTS BLUESBALL



Jim Ceribello - Vocals & Harp, Pat Lozito - Guitar, Vocals Joey Lauricella - Bass Guitar, Vinny Fodera- guitar Rob Berger – Drums, Chris Parr - Drums

SATURDAY MARCH 26th 9:00 pm – 12:30 pm \$4 Pints, Good Food







ATTACHED.

1. CONTRACT ON PRINTING
FLYERS

2. CONTRACT ON BUSES ASS



CONTRACT FOR TRANSIT ADVERTISING ON MTA BUSES

Rebel Media Solutions	Date: 8/19/10
2083 East 65th Street	Date: Office
Brooklyn, NY 11234	Billing: 8/11 + 10/26

Sales Person:

Advertiser/Agency:		
Advertiser/Agency:		
1205 Surf	? ave	
Brooklyn,1	N4 11725	
Klesklyn 1	ry 1100	_
	`	

DESCRIPTION 109 11201	NO. OF UNITS	START DATE	AMOUNT PER 4 WEEK PERIOD
Production Fee	25		-
Set up Fee			
Design Work			
Metro Area Booklyn	25		2600
Banner Size Tail	25		2600
Depot DIMOR Park	25		2600

ent worth

Payment Schedule:

Client will be respons	ible for each deposit	as detailed herein.	11.	
An initial deposit of	500	will be paid by will be paid by will be paid by	8/19/10	
A second deposit of	2100	will be paid by	8/24/10	1) [
A third deposit of	2600	will be paid by	9/24/10	oftonal
A final payment of	2600	will be paid by	10/24/10	oftional

A final payment of 2000 will be paid by \0/24/10 of hous	
TOTAL: 7860	
Advertiser/Authorized signature title: (PRINT)	
Name: + E 1	
Signature: Date:	
Production fee is additional and is the responsibility of Advertisen. Please have materials delivered 10 business days prior to start date.	
This contract is subject to the terms and conditions attached.	1
Agency and the person signing on behalf of Agency represent that they are authorized to execute this contract on behalf of the advertiser and that advertiser approves the same.	/

Date 7/21/2010

Invoice # 7236

Bill To	
Bratva Restaurant 445 Neptune Avenue	
Brooklyn, NY 11224	

Ship To	
Bratva Restaurant	
445 Neptune Avenue	
Brooklyn, NY 11224	

Terms Due on receipt

Due Date 7/21/2010

Invoice

QTY	PO#	ITEM	DESCRIPTION	PRICE	AMOUNT
10,000	103294	Flyer 5.5x8.5 80T	80# Text C2S Gloss, Printed 4/0	0.05	500.00
	. •				
			# [11] 7/27/10		

Make payments to: PRINTING FOR U, Inc.		Subtotal	\$500.00
CUSTOMER NOTICE All claims for damages, deficiencies, or any objections to terms or prices as stated in this bill to be made within 24 hours after delivery. Upon default in payment of any invoice, all remaining invoices shall immediately become due and payable without notice, together with the principal and interest of all collection/attorney's fees, a service charge at the rate of 1.5% per month		Sales Tax (8.875%)	\$0.00
		Total	\$500.00
will be charged on past due accounts.		Payments/Credits	\$-200.00
krasel@smartcolors.com	718-743-8555		
www.smartcolors.com	718-743-0923	Balance Due	(\$300.00

FOLD AND TEAR HERE W Septime No. * 05/31/2014 \$90.00 \$4,352.00 EFFECTIVE DATE: 06/22/2012 111 1.11 CANAMI NUING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED. THE SAID LICENSE SHALL III INLIGITED IN A BUITABLE WOOD OR METAL FRAME, HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WHOLL OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE HICK MANH HE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME. THE LICENTIFICED BELOW IS HEREBY GRANTED PERMISSION, UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVEATEL PURTUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATULES AND RECORDING TO THE STATULES AND FIRE THE STATULES. AND RECORDING THE STATULES AND THE STATULES OF THIS CERTIFICATE AND ACCORDING TO THE STATULES. THIS LICENSE SHALL NOT LIF TRANSFERABLE TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PROBLEMY OF THE BUILDING CONTAINING SUCH LICENSED PREMISES: IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND 784776 Dennis Rosen EXPIRATION DATE: Chairman .. # CERTIFICATE LICENSE FEE FILING FEE Certificate No. FXCELSIOR HAR/TAVERN SERVING LIQUOR BEER AND WINE LIQUOR 0 MAY BE REVOKED AT ANY TIME PURBUANT TO LAW CONEY ISLAND BAR AND GRILL ON-PREMISES LIQUOR LICENSE METHOD OF OPERATION 1205 SURF AVENUE SERIAL #: 1241357 N KINGS BRATVA INC BROOKLYN PART OF COUNTY:

Agreement of Lease, made as of this V Yarch . 2010 -1205 Surf Ave Realty party of the first part, hereinaster referred to as OWNER, and Bratva, Inc FELIX GLEIZER SA STOSE

1205 SURF ATZ BROOKLY DAY 11 Party of the second part, hereinafter referred to as TENANT

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner in the building known as 100 Surf Avenue, Brooklyn, New Tark in the Borough of Brooklyn , City of New York, for the term of lst day of 1904 2000 nineteentundred and 2000 which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each-month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal). In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at

Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their beirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby convenant as follows:

Occupancy:

1. Tenant shall pay the rent as above and as hereinafter provided.

Use:

·2. Tenant shall use and occupy demised premises for

SPORTS BAR & EATEN

nd no other purpose provided such use is in accordance with the Certificate of Occupany for the building, if any, and for no other purpose.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are nonstructural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises using contractors or mechanics first approved by Owner. Tenant shall, at its expense, before naking any alterations, additions, installations or improvements obtain ill permits, approval and certificates required by any governmental or tuasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner. Tenant agrees to carry and will cause renant's contractors and sub-contractors to carry such workman's comensation, general liability, personal and property damage insurance as)wher may require. If any mechanic's lien is filed against the demised remises, or the building of which the same forms a part, for work claimd to have been done for, or materials furnished to, Tenant, whether or or done pursuant to this article, the same shall be discharged by Tenant ithin thirty days thereafter, at Tenant's expense, by filing the bond re-uired by law or otherwise. All fixtures and all paneling, partitions, railigs and like installations, installed in the premises at any time, either by enant or by Owner on Tenant's behalf, shall, upon installation, become te property of Owner and shall remain upon and be surrendered with the emised premises unless Owner, by notice to Tenant no later than twenty ays prior to the date fixed as the termination of this lease, elects to relinuish Owner's right thereto and to have them removed by Tenant, in hich event the same shall be removed from the demised premises by Tenit prior to the expiration of the lease, at Tenant's expense. Nothing in is Article shall be construed to give Owner title to or to prevent Tenant's moval of trade fixtures, moveable office furniture and equipment, but on removal of any such from the premises or upon removal of other inallations as may be required by Owner, Tenant shall immediately and at expense, repair and restore the premises to the condition existing prior installation and renair any damage to the demised premises or the iliding due to such removal. All property permitted or required to be

emises by Owner, at Tenant's expense.
Tenant/ 4. 1990er shall maintain and repair the exterior of and the public portions of the building. Tenant shall, throughout the term of this lease, take good care of the Dairs: nised premises including the bathrooms and lavatory facilities (if the bised premises encompass the entire floor of the buildine) and the min-

moved, by Tenant at the end of the term remaining in the premises after

nant's removal shall be deemed abandoned and may, at the election of wner, either be retained as Owner's property or removed from the

resulting from the carelessness, omission, neglect or improper consider of Tenant's fixtures, furnitures or employees, invitees, or fixtures, and fixtures, fixtu repairs required to be made by Terant, de see a see Owner at the expense of Tenant, and the Owner shall be collectible, as additional real, alle and a fail or statement therefor. If the demised premises be a fine with vermin, Tenant shall, at its expense, cause the same is the commenced. Tenant shall give Owner prompt notice of any defende and any plumbing, heating system or electrical lines because in the decised premises and following such notice, Owner sale the contion with due diligence, but at the expense of Tenart 3 repairs are necessitated by damage or injury attributable to Tenart Tenart's servants, agents, employees, invitees or licensees as a forest as except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for a diminution of rental value and no liability on the part of Owner by reason of inconvenience, accordance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and so the fixtures, appurtenances or equipment thereof. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty with regard to which Article 9 hereof shall apply.

Window Cleaning:

Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of

the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements . 6. Prior to the commencement of the lease term, if of Law, Tenant is then in possession, and at all times thereafter, Fire Insurance, Tenant shall, at Tenant's sole cost and expense, prompt Floor Loads: My comply (With) at a comply (With) at a comply (With) at a complete of all at

governments, departments, con any public officer personne as here, as the New York Board of Fire Control lease, including but not limited to, any damages or deficiency in the reletting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further convenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions:

33. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions:

34. The term "Owner" as used in this lease means only the owner of the fee or of the leasehold of the building, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such saie, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "rent" includes the annual rental rate whether so-expressed or expressed in monthly installments, and "additional rent." "Additional rent" means all sums which shall be due to new Owner from Tenant under this lease, in addition to the annual rental rate. The term "business days" as used in this lease, shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 31 hereof), Sundays and all days observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union imployees service contract or by the applicable Operating Engineers conract with respect to HVAC service.

Adjacent
35. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be

regulations stors, and licensees shall observe faithfully, and comply wricilly with, the Rules and Regulations annexed hereto and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant exputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the muestion of the feasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determinations shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Owner within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass:

37. Owner shall replace, at the expense of the Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid, as additional rent.

Estoppel 38. Tenant, at any time, and from time to time, upon at least 10 days' prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this Lease is unmodified in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this Lease, and, if so, specifying each such default.

Directory

Board Listing
ant, Owner shall place upon the directory board in the lobby of the building, one or more names of persons the consent by Owner to an assignment or subletting by Tenant to such person or persons.

Successors
and Assigns:

tained in this lease shall bind and inure to the benefit of
Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

Space to be filled in or deleted.

SEE RIDER ATTACHED CONSISTING OF 20 PAGES

	·
itness for Owner:	BY: 12550RFAUE REALT/IKE CORPS
•	S. G. Karlet
	[L.S.]
itness for Tenant:	By:
	Bretva Inc. SEAL
	,
·	PRECIDENCE

In Witness Whereof. Owner and Tenant have respectively signed and sealed this lease as of the day and year first

Rent Payment dates and amount
Lease starts on March 1, 2010
3 month concession is March, April, May 2010.
Rent payment shall begin on the first of June 2010

1- 03-01-2010 the rent is \$5000.00 till 02-28-2011 2-03-01-2011 the rent is \$5500.00 till 02-28-2012 3-03-01-2012 the rent is \$6000.00 till 02-28-2013 4-03-01-2013 the rent is \$6240.00 till 02-28-2014 5-03-01-2014 the rent is \$6490.00 till 02-28-2015 6-03-01-2015 the rent is \$6750.00 till 02-28-2016 7-03-01-2016 the rent is \$7020.00 till 02-28-2017. 8-03-01-2017 the rent is \$7300.00 till 02-28-2018 9-03-01-2018 the rent is \$7592.00 till 02-28-2019 10-03-01-2019 the rent is \$7896.00 till 02-28-2020 5 years option 1-03-01-2020 the rent is \$8212.00 till 02-28-2021 2-03-01-2021 the rent is \$8540.00 till 02-28-2022 3-03-01-2022 the rent is \$8883.00 till 02-28-2023 4-03-01-2023 the rent is \$9238.00 till 02-28-2024 5-03-01-2024 the rent is \$9608.00 till 02-28-2025

Late payment charges is \$30.00 per day

, K.

Shall be deposited with the landlord.

Tenant has paid first month rent due upon signing the lease

I. tenant shall be responsible for payment of any and all charges at the premises including but not limited to water and sewer charges, garbage removal charges, gas, electrical, telephone communications, heating, air conditioning.

J. tenant is required at his own coast and expense to obtain any and all licenses and public assembly permits

02-17-2010

1205 surf ave realty LLC

Tenant

Bratva, Inc. leg FRESIDENT

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: KING

FILED:05/13/2009 DURATION: PERPETUAL CASH#:090513000834 FILM #:090513000767

FILER:

EXIST DATE

ALEXANDER ALMONTE ESQ PC

05/13/2009

41 STATE STREET SUITE M104

ALBANY, NY 12207

ADDRESS FOR PROCESS:

THE CORPORATION
445 NEPTUNE AVE., 16C
BROOKLYN, NY 11224

REGISTERED AGENT:

STOCK:

200 NPV

SERVICE COMPANY: ALEXANDER ALMONTE, ESQ., P.C. - 56 SERVICE CODE: 56 *

FEES	160.00	PAYMENTS	160.00
FALING	125.00	CASH	0.00
TAX	10.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	0.00	DRAWDOWN	160.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

Pursuant to Section 402 of the Business Corporation Law

It is hereby certified that:

- 1. The name of the corporation is: BRATVA, INC.
- 2. The purposes for which the corporation is formed are:
 To do any act or activity for which corporations may be formed under the Business
 Corporation Law, provided that the corporation shall not engage in any activity which requires
 the consent or approval of any state office, agency, board, department or any other body
 without first obtaining such consent or approval.

For the accomplishment of the aforesaid purposes, and in furtherance thereof the corporation shall have and may exercise all of the power conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 2 of said law or in accordance with the provisions of any other statute of the State of New York.

- 3. The office of the corporation shall be located in the County of Kings
- 4. The aggregate number of shares which the Corporation shall have authority to issue is 200 No Par Value.
- 5. The Secretary of State is hereby designated as agent of the corporation upon whom process against the corporation may be served. The Post Office address to which the Secretary of State shall mail a copy of any such process is:

445 Neptune Ave., 16C Brooklyn, NY 11224

- 6. No Directors of this corporation shall be personally liable to the corporation or its shareholders for damages for any breach of duty in such capacity provided that this provision shall not limit the liability of any director if a judgment or other final adjudication adverse to him establishes that his act or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or that his acts violated section 719 of the New York Business Corporation Law
- 7. The undersigned incorporator is of the age of eighteen years or over.

In witness thereof, the undersigned affirms under the penalties of perjury that the statements contained are true.

Dated: 5/13/09

s/ Oleg Makler
Incorporator
Oleg Makler
445 Neptune Ave., 16C
Brooklyn, NY 11224

BRATVA, INC.

I, the undersigned, being the sole incorporator named in the certificate of incorporation of the above corporation, held an organization meeting at the date and place set forth below, at which meeting the following action was taken;

It was resolved that a copy of the certificate of incorporation together with the receipt issued the Department of State showing payment of the statutory organization tax and the date and payment of the fee for original certificate of incorporation be appended to these minutes.

By-laws regulating the conduct of the business and affairs of the corporation, as prepared by

counsel for the corporation were adopted and ordered appended hereto.

The persons whose names appear below were named as directors.

The board of directors was authorized to issue all of the unsubscribed shares of the corporation at such time and in such amounts as determined by the board and to accept in payment money or other property, tangible or intangible or for its benefit or its formation.

The principal office of the corporation was fixed at

sole incorporator	· · · · · · · · · · · · · · · · · · ·
Dated: on the 13th of M The following accept th	eir nominations as directors:
Type director's name	Signature

The following are appended to the minutes of this meeting:

©ALCO Corporate Services, Inc

^{*}Copy of certificate of incorporation, filed on the 13th of May of 2009

^{*}Receipt of Department of State.

^{*}By- Laws.

Statement of Incorporator in Lieu of Organization Meeting

of

BRATVA, INC.

The certificate of incorporation of the above-named corporation having been filed in the Office of the Secretary of State of the State of New York, the undersigned being the incorporator named in said certificate, does hereby state that the following actions were taken on this day for the purpose of organizing this corporation:

- 1. By-Laws for the regulation of the affairs of the corporation were adopted by the undersigned incorporator and were ordered inserted in the minute book immediately following the copy of the certificate of incorporation and before this instrument.
- 2. The undersigned hereby resigns as incorporator of the corporation as of the date set forth below.

The following are hereby elected as the director(s) of the corporation to hold office until the first annual meeting of the corporation or until their successors are elected and qualified:

Oleg Makler

Dated: May, 13th 2009

s/ Oleg Makler Incorporator Oleg Makler 445 Neptune Ave., 16C Brooklyn, NY 11224

Date of this notice: 05-14-2009

Employer Identification Number:

27-0177604

Form: SS-4

Number of this notice: CP 575 A

BRATVA INC 445 NEPTUNE AVE APT 16C BROOKLYN, NY 11224

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned vou EIN 27-0177604. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2010

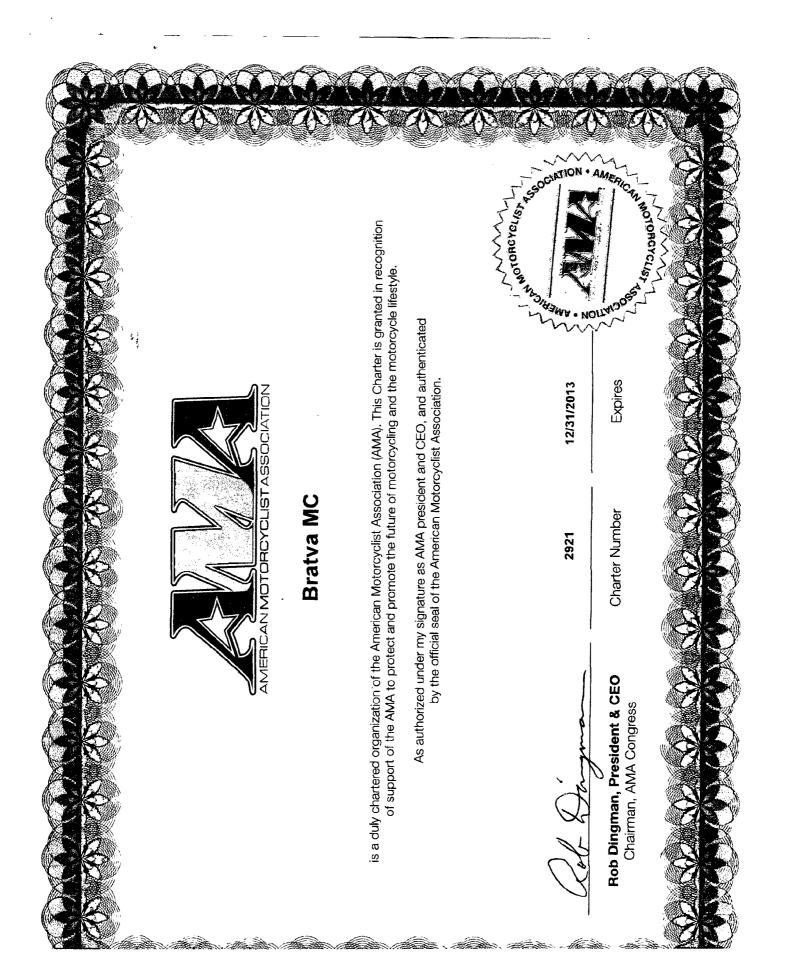
If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

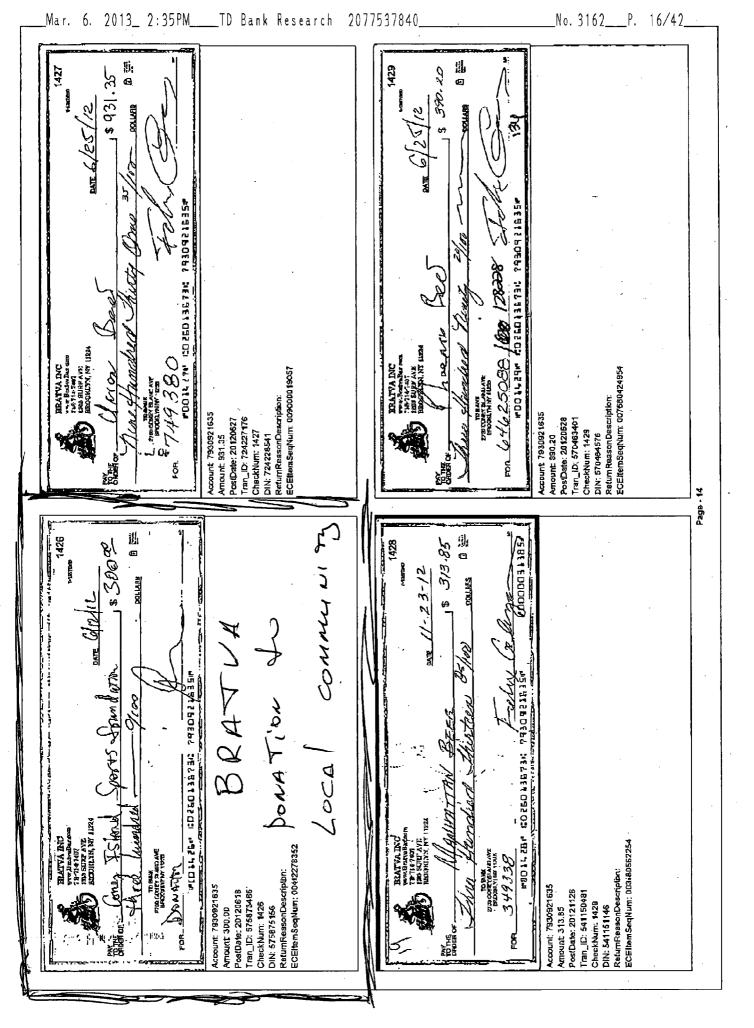
We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

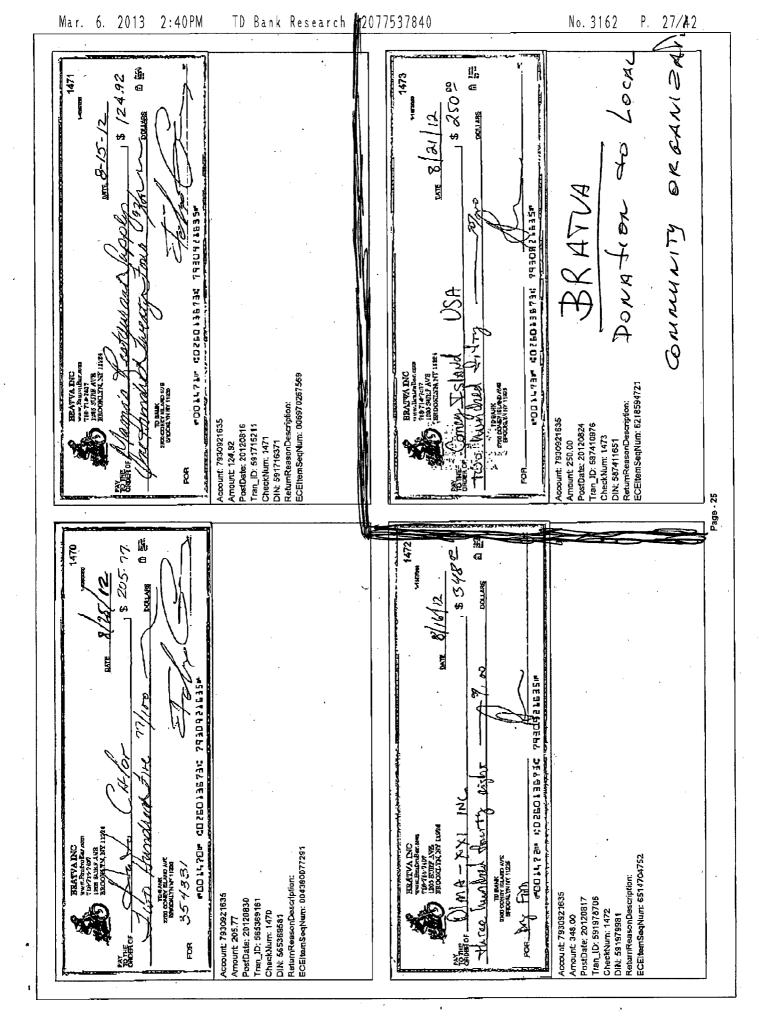
IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

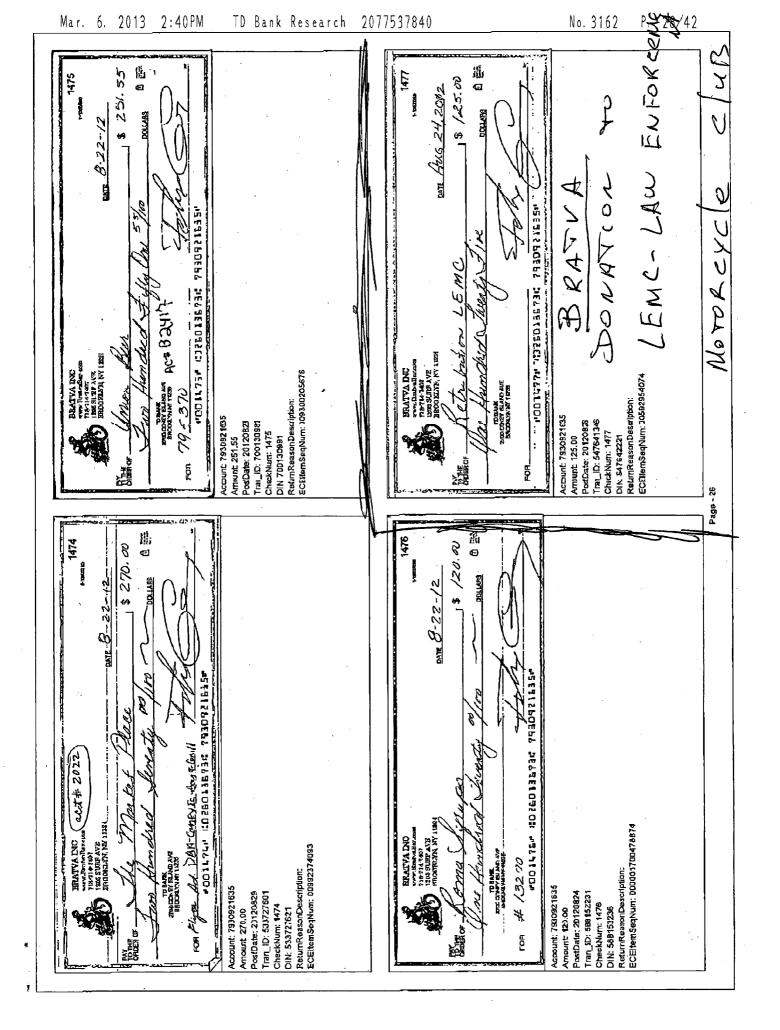
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

OPP. 40











an I.A.S. Trial Term, Part of the Supreme Court of the state of New York, held in and for the County of Kings, at the Courthouse, located at Clerk Center, Borough of Brooklyn, City and State HOM TOHIMA Rew York, on the 19 day of STIPULATION OF SETTLE MEANT PRESENT: Hon. TOHNY LEE BAYNOS OLEG MAKLER Index No. 9990/2012 Plaintiff(s) BRATVA INC FRLIX GIRIZER GARY VAKEMAN Defendant(s) **Papers Numbered** read on this motion .4 The following papers numbered 1 to Notice of Motion - Order to Show Cause and Affidavits (Affirmations) Annexed Answering Affidavit (Affirmation) Reply Affidavit (Affirmation) Affidavit (Affirmation) Pleadings - Exhibits Stipulations - Minutes Filed Papers_ StipulAtion of Settlement It is hereby stillated And Agreed by the PARTIES AS POLLOWS:
DESCRIBANT FEREX GLETZER OF Releadant Bratur Inc. WILL PAY \$ \$2,000 to PLAINTIT, BY MAKING TWO INTALL MEANTS OF SI,000 EACH to ALMONTE LAWFIRM P.C.

For Clerks use only First payment due by Tyly 31,2012, second MG_ PAYMENT due by Angust 31,2012.

MD_ Motion Seq. # Subject to receipt of paid payments) the Motion Seq. # 24745 Against each other that allowed to this Adam.



Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

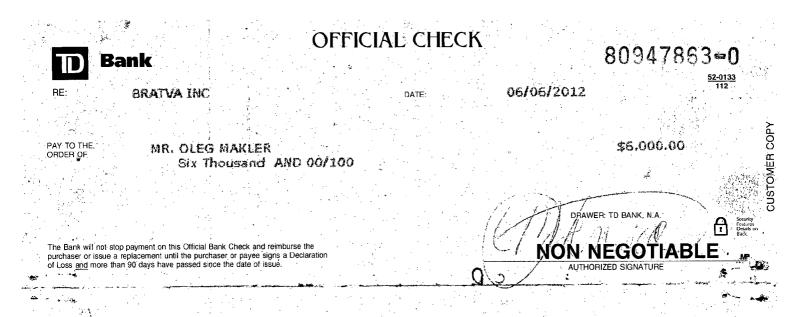
- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with thε endorsement "Flestricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mai receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

______ CHEROKEE STA. NEW YORK, New York 100759991 3558250003-0095 06/06/2012 (800)275-8777 11:54:30 AM ------ Sales Receipt Product Sale Unit Final Qty Price Description. Price (Forever) 1 \$0.56 \$0.56 Purple Martin PSA #9 Security Envelope BROOKLYN NY-11224 Zone-1 First-Class Letter 0.40 oz. Expected Delivery: Thu 06/07/12 Certified Label #: 70113500000007616007 Customer Postage -\$0.45 Subtotal: \$2.95 Issue PVI: \$2.95 Total: \$3.51 Paid by: VISA \$3.51 Account #: XXXXXXXXXXXXX39 Approval #: 005426 Transaction #: 123 -23903280022 Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS. ********** *********** Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes. ********** ***************** Bill#:1000501771280 Clerk:01 All sales final on stamps and postage Refunds for guaranteed services only Thank you for your business *********** ********** HELP US SERVE YOU BETTER Go to: https://postalexperience.com/Pos TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE YOUR OPINION COUNTS **********

Customer Copy



Payment History

Here are the details for the payee you selected:

Payee Name: MR MAKLER

Address: 445 NEPTUNE AVE #16C BROOKLYN NY 11224-4564

Here are your past payments to MAKLER. To see details, please select the payee for that payment.

- Date	Payee	Payment Method	>Date Entered	Reference Number	Amount	Status
02-18-2012	MAKLER	Check	02-17-2012	14305	\$ 2,000.00	Cleared On 2-23-2012
01-28-2012	MAKLER	Check	01-27-2012	14298	\$ 2,000.00 ^C 0	Cleared On 2-03-2012
11-15-2011	MAKLER	Check	11-14-2011	14267	\$ 5,000.00 ^C	Cleared On 1-21-2011
10-15-2011	MAKLER	Check	10-14-2011	14261	\$ 5,000.00 ^C	Cleared On 0-24-2011
09-13-2011	MAKLER	Check	09-12-2011	14244	\$ 5,000.00 ^C	Cleared On 9-19-2011
08-12-2011	MAKLER	Check	08-11-2011	14229	\$ 5,000.00 ₀	Cleared On 8-16-2011
07-13-2011	MAKLER	Check	07-12-2011	14221	\$ 5,000.00 ^C	Cleared On 7-18-2011
06-08-2011	MAKLER	Check	06-07-2011	14202	* > 000 mi	Cleared On 6-14-2011
05-07-2011	MAKLER	Check	05-06-2011	14192	\$ 5,000.00 ^C	Cleared On 5-10-2011
04-05-2011	MAKLER	Check	04-04-2011	14179	\$ 5,000,00 ^C	Cleared On 4-08-2011

ALMONTE LAW FIRM P.C.

2472 McDonald Ave Brooklyn, NY 11223 (718)232-2111 (718)236-4741 AlmonteLawFirm@gmail.com

Date: June 18, 2012

To: Bratva, INC

1205 Surf Avenue, Brooklyn, NY 11224

To: Felix Gleizer

404 Melba Street,

Staten Island, NY 10314

To: Gary Vaksman

2720 East 19th Street

Brooklyn, NY 11235

Re: OLEG MAKLER v. BRATVA, INC et. al., Index number 9990/2012

Dear Messrs Gleizer and Vaksman,

Please note that our client has received a check for \$6,000. We would like to thank you for the partial payment, however, an amount of \$2,680 which represents penalties and interest to the date of the summons, but does not include the legal fees our client has incurred, is still due and remains outstanding. Accordingly, if you would like to settle this matter amicably, kindly provide payment in the above mentioned amount, or make a reasonable settlement offer in writing by fax at: (718)236-4741, or by email at: AlmonteLawFirm@gmail.com.

In the event you choose to litigate this matter, please note that in addition to the above mentioned amount, we intend to also pursue legal fees and costs, as well as continuing interest to date. Please further note that the next appearance in this case has been rescheduled to July 19, 2012. Unless the case is settled by then, an appearance is required; otherwise a default may be taken against you.

Very Truly Yours, Almonte Law Firm P.

Alexander Almonte, Esq.



Promissory Note

\$ 50,000.00 December ____, 2010

FOR VALUE RECEIVED, Bratva, Inc., a New York corporation located at 1205 Surf Avenue, Brooklyn, NY 11224, promises to pay to Oleg Makler, an individual residing at 445 Neptune Ave., Brooklyn, NY 11224, his heirs, successors and assigns, the principal sum of FIFTY THOUSAND DOLLARS (\$50,000.00), together with interest from the date hereof on the unpaid balance at the initial rate of 0% per annum ("Initial Interest Rate"), principal and interest shall be payable in TEN (10) monthly installements of \$5,000.00 until the balance is paid in full, the entire unpaid balance of principal and interest to be due and payable on January 1, 2012.

No change in the interest rate shall be made during the period beginning December _____, 2010, and ending January 1, 2012.

The term of this Note shall be 10 months payable in 10 installments, determined in accordance with the terms of this Note. The first installment shall be due April 1, 2011, and the last installment shall be due January 1, 2012.

All sums due hereunder shall be payable to Oleg Makler at the following address:

445 Neptune Ave., Brooklyn, NY 11224

or at such other place as Oleg Makler, his heirs, successors and assigns may specify in writing.

This Note is secured by a security agreement by Bratva, Inc. to Oleg Makler dated this day on certain property of Bratva, Inc., a guarantee by Felix Gleizer and Gary Vaksman to Oleg Makler dated this date; (all referred to as "Collateral Agreements") and all of the terms and conditions of the Collateral Agreements are incorporated herein and made a part hereof.

In the event Bratva, Inc. shall default in payment of any installment of principal or interest when the same shall become due and payable hereunder and such default shall not be cured within thirty (30) days, then the holders of this Note may, at their option, declare the entire principal of this Note due and payable, together with all accrued interest thereon.

If Bratva, Inc. shall fail to pay any installment under this Note within five (5) days of the due date, Bratva, Inc. shall pay late charge equal to ten (\$0.10) cents for each dollar unpaid for each month, or portion thereof, that such installment or payment is unpaid, from the date when such installment or payment shall have become due to the date of the payment thereof.

It is hereby agreed that in the event Bratva, Inc. shall become insolvent, or file a voluntary petition in bankruptcy, or if a petition in bankruptcy shall be filed against it, or if any application for receivership of any nature be filed or a receiver be appointed of its property or assets, then the principal of this Note and all unpaid interest shall forthwith be due and payable.

Bratva Inc. may at their election, upon prior notice, prepay without penalty all of the unpaid

Notice of dishonor, protest and notice of protest are hereby waived. This Note is non-negotiable. Dated: December 6, 2010. BRATVA, INC. FELIX GLEIZER, PRESIDENT State of New York ss: County of Kings On this ____ day of December, 2010 before me, the undersigned, personally appeared Felix Gleizer, personally known to me or proved to me on the basis of satisfactory evidence to be individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. Qualified in Kings County Commission Expires May 30, 20//

Notary Public, State of New York
Notary Public, State of New York

NOTARY

Index No.	·			· · · · · ·
SUPREME COUR COUNTY OF KIN	T OF THE ST GS	TATE OF NEW	YORK	
OLEG MAKLER				
- o w index				
		Plaintiffs,		
	-against-	• .		
BRATVA, INC FELIX GLEIZER				
GARY VAKSMAN		•		
		•		
		Defendants.		
SUMMONS AND		OR SUMMARY		N LIU OF COMPLAI
SUMMONS AND	ALM	OR SUMMARY ONTE LAW Attorneys for Pla	FIRM P.C.	N LIU OF COMPLAI
SUMMONS AND	ALM	OR SUMMARY IONTE LAW Attorneys for Pla OLEG MAK 2472 McDonald	FIRM P.C. intiff(s): LER	N LIU OF COMPLAI
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	ALM	OR SUMMARY IONTE LAW Attorneys for Pla OLEG MAK 2472 McDonald rooklyn, New Yo Tel: (718) 332	FIRM P.C. intiff(s): LER Avenue rk 11223 0622 4741	the within is hereby admit

OLEG MAKLER,	Index No.: 9990/201 Date Purchased:		
	Plaintiff(s),	SUMMONS	
-V-		Plaintiff designates Kings County as the place of trial	
BRATVA, INC FELIX GLEIZER GARY VAKSMAN		The basis of the venue is Plaintiff's residence and incident occurrence	
	Defendant(s).		

TO THE ABOVE NAMED Defendant(s):

YOU ARE HEREBY SUMMONED and required to submit to plaintiff's attorney at his address stated below, answering papers on this motion, within the time provided in the attached Notice of Motion. If you fail to submit answering papers, judgment will be taken against you by default, for the relief demanded in the Notice of Motion.

The action will be heard in the Supreme Court of the State of New York in the County of Kings. This action is brought in the county of Kings because it is the residence of the Plaintiff and the place of occurrence.

INGS COUNTY CLERK
RECEIVED
2012 MAY 11 PM 2:801

Brooklyn, New York May 2, 2012

ALMONTE LAW FIRM P.C.

Alexander Almonte, Esq. Attorneys for the Plaintiff(s) 2472 McDonald Avenue Brooklyn, New York 11223

(718) 232-2111

To: Bratva, INC

1205 Surf Avenue, Brooklyn, NY 11224

Page 1 of 4

To: Felix Gleizer 404 Melba Street, Staten Island, NY 10314

To: Gary Vaksman 2720 East 19th Street Brooklyn, NY 11235

COUNTY OF KINGS		X Index No.:
OLEG MAKLER,		
	Plaintiff(s),	NOTICE OF MOTION
-V-	·	IAS PART:
BRATVA, INC, FELIX GLEIZER, GARY VAKSMAN,		JUDGE ASSIGNED:
	Defendant(s).	v
Upon the Summons	s dated May 2, 2012 and up	on the affidavit of OLEG MAKLER,
sworn to on May <u>3</u> , 2012	2, plaintiff, by his attorneys,	ALMONTE LAW FIRM P.C., will move
this Court at a Part to be as	signed, at the Kings County	Courthouse, located at 360 Adams Street,
Brooklyn, NY on _05/	$\frac{24/12}{}$ at 9:30am for a	an Order pursuant to CPLR 3213 directing
the entry of judgment agair	nst the Defendants for \$8,68	0.00 with continuing interest thereon from
January 1, 2012, and for su	ch other and further relief a	s the Court deems just and proper, plus the
legal fees and costs of this	motion, upon the grounds th	nat this action is based upon an instrument
for the payment of money of	only, which is now due and	payable.
Take further notice	that all answering papers sh	nall be served on the undersigned on or
before 05/21/12.		
Dated: Brooklyn, N May 2, 2012		
	Al	LMONTE LAW FIRM P.C.
	At 24 Br	exander Almonte, Esq. torneys for the Plaintiffs 72 McDonald Avenue ooklyn, New York 11223 18) 232-2111
To: Attn: Felix Gleizer BRATVA, INC 1205 Surf Avenue,		

Page 3 of 4

Brooklyn, NY 11224

To: Felix Gleizer 404 Melba Street, Staten Island, NY 10314

To: Gary Vaksman 2720 Éast 19th Street Brooklyn, NY 11235

SUPREME COURT OF THE STATE OF NEW YOU COUNTY OF KINGS	₹K
OLEG MAKLER, Plaintiff(s),	Index No.: PLAINTIFF's AFFIDAVIT
BRATVA, INC FELIX GLEIZER GARY VAKSMAN	
Defendant(s).	X
STATE OF NEW YORK)) ss.: COUNTY OF KING)	
OLEG MAKLER, being duly sworn, deposes	•
1. I am the plaintiff in the above entitled action and	I am familiar with the facts and circumstances
thereof. 2. This action was brought to recover a sum due on a	None including interest thereon from January
2. This action was brought to recover a sum due on a 1, 2012, which as of the date of this affidavit is eq	
3. The action is based upon an instrument for the pa	
a copy of which is annexed hereto as Exhibit A.	
The Promissory Note was personally, jointly and	severally guaranteed by Defendants Felix
Gleizer and Gary Vaksmanm. The Personal Guar	
5. The promissory note sued upon herein was given	
\$50,000.00.	•
6. The note dated December 6, 2010, bore interest o	f 0% per annum and was to be paid as follows:
10 monthly payments of \$5,000.00 each, from Ap	

Page 1 of 2

7. The note also specifically included penalties in form of late fees of 10 per cent per month.

- 8. Defendants made 8 payments of \$5,000.00 and 1 payment of \$4,000 and have not made any payments since.
- 9. Demands for payment were made upon each Defendant and were not honored.
- 10. There is now due and owing \$8,680.00 with continuing interest thereon.
- 11. I believe there is no defense to the above cause of action.
- 12. No previous application for the relief herein requested has been made.

WHEREFORE, the deponent respectfully asks for an order granting summary judgment in favor of the plaintiff, and against the defendant in the amount of \$8,600 00 with interest thereon from January 1, 2012, together with legal fees and costs of this action.

Dated:

Brooklyn, NY May <u>3</u>, 2012

Oleg Makler

Sworn to me before this _______day of May, 2012

Notary Public

ALEXANDER PAINE
NOTARY PUBLIC
STATE OF NEW YORK
Reg #: 02PA6233140
Qualified in Queene County
Commission kepings 12/23/2001

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Date Purchased OLEG MAKLER, **SUMMONS** Plaintiff(s), Plaintiff designates Kings County as the place of trial BRATVA, INC The basis of the venue is FELIX GLEIZER Plaintiff's residence and **GARY VAKSMAN** incident occurrence Defendant(s). TO THE ABOVE NAMED Defendant(s):

YOU ARE HEREBY SUMMONED and required to submit to plaintiff's attorney at his address stated below, answering papers on this motion, within the time provided in the attached Notice of Motion. If you fail to submit answering papers, judgment will be taken against you by default, for the relief demanded in the Notice of Motion.

The action will be heard in the Supreme Court of the State of New York in the County of Kings. This action is brought in the county of Kings because it is the residence of the Plaintiff and the place of occurrence.

MGS COUNTY CLERK
MGS COUNTY CLERK

MGS COUNTY CLERK

MGS COUNTY CLERK

Brooklyn, New York May 2, 2012

ALMONTE LAW FIRM P.C.

Alexander Almonte, Esq. Attorneys for the Plaintiff(s) 2472 McDonald Avenue Brooklyn, New York 11223

(718) 232-2111

To: Bratva, INC 1205 Surf Avenue, Brooklyn, NY 11224

Page 1 of 4

To: Felix Gleizer
404 Melba Street,
Staten Island, NY 10314

To: Gary Vaksman 2720 East 19th Street Brooklyn, NY 11235

	ME COURT OF THE STATE OF NE	W YORK	
	MAKLER,	X	Index No.:
	Plaintiff(3),	NOTICE OF MOTION
	-V-		IAS PART:
	'A, INC, GLEIZER,		JUDGE ASSIGNED:
GARY	VAKSMAN, Defendant	(s).	
1	Upon the Summons dated May 2, 2012	and upon the at	fidavit of OLEG MAKLER,
sworn to	o on May <u>\$\lambda\$</u> , 2012, plaintiff, by his at	torneys, ALMO	NTE LAW FIRM P.C., will move
	ort at a Part to be assigned, at the Kings		
Brookly	n, NY on <u>6/13/12</u> , at 9:30	am for an Order	pursuant to CPLR 3213 directing
the entry	of judgment against the Defendants for	or \$8,680.00 wi	th continuing interest thereon from
January	1, 2012, and for such other and further	relief as the Co	urt deems just and proper, plus the
legal fee	s and costs of this motion, upon the gr	ounds that this a	ection is based upon an instrument
for the p	ayment of money only, which is now o	lue and payable	
	Take further notice that all answering p $6/1//12$.	apers shall be so	crved on the undersigned on or
	(')	·	÷
Dated:	Brooklyn, New York May 21, 2012	Alexander Attorneys 2472 McD	Almonte, Esq. for the Plaintiffs conald Avenue New York 11223
Ē	atm: Felix Gleizer BRATVA, INC 205 Surf Avenue, Brooklyn, NY 11224		

Page 3 of 4

To: Felix Gleizer

404 Melba Street, Staten Island, NY 10314

To:

Gary Vaksman 2720 East 19th Street Brooklyn, NY 11235

COUNTY OF KINGS	IE STATE OF NEW YORK	
OLEG MAKLER,	X	
	Plaintiff(s),	Index No.: PLAINTIFF's AFFIDAVIT
-V-		
BRATVA, INC FELIX GLEIZER GARY VAKSMAN		
	Defendant(s).	
STATE OF NEW YORK COUNTY OF KING)) ss.:)	
OLEG MAKLER, b	eing duly sworn, deposes and say	S:
1. I am the plaintiff in th thereof.	e above entitled action and I am fam	iliar with the facts and circumstances
2. This action was broug	tht to recover a sum due on a loan, in	cluding interest thereon from January
1, 2012, which as of t	he date of this affidavit is equal to \$8	3,680.00.
3. The action is based up	oon an instrument for the payment of	money only, to wit: a promissory note,

4. The Promissory Note was personally, jointly and severally guaranteed by Defendants Felix

a copy of which is annexed hereto as Exhibit A.

Gleizer and Gary Vaksmanm. The Personal Guaranty document is annexed hereto as Exhibit B.

- 5. The promissory note sued upon herein was given to me by the defendants, in return for a loan of \$50,000.00.
- 6. The note dated December 6, 2010, bore interest of 0% per annum and was to be paid as follows: 10 monthly payments of \$5,000.00 each, from April 1, 2011 to January 1, 2012.
- 7. The note also specifically included penalties in form of late fees of 10 per cent per month.

- 8. Defendants made 8 payments of \$5,000.00 and 1 payment of \$4,000 and have not made any payments since.
- 9. Demands for payment were made upon each Defendant and were not honored.
- 10. There is now due and owing \$8,68**0.60** with continuing interest thereon.
- 11. I believe there is no defense to the above cause of action.
- 12. No previous application for the relief herein requested has been made.

WHEREFORE, the deponent respectfully asks for an order granting summary judgment in favor of the plaintiff, and against the defendant in the amount of \$8,600 00 with interest thereon from January 1, 2012, together with legal fees and costs of this action.

Dated:

Brooklyn, NY May 3, 2012

Oleg Makler

Sworn to me before this day of May, 2012

Notary Public

ALEXANDER PAINE
NOTARY PUBLIC
STATE OF NEW YORK
Reg #: 02PA62318 (40)
Qualified in Queens County
Certification Expires 12/23/2014

\$ 50,000.00

December 6', 2010

FOR VALUE RECEIVED, Bratva, Inc., a New York corporation located at 1205 Surf Avenue, Brooklyn, NY 11224, promises to pay to Oleg Makler, an individual residing at 445 Neptune Ave., Brooklyn, NY 11224, his heirs, successors and assigns, the principal sum of FIFTY THOUSAND DOLLARS (\$50,000.00), together with interest from the date hereof on the unpaid balance at the initial rate of 0% per annum ("Initial Interest Rate"), principal and interest shall be payable in TEN (10) monthly installements of \$5,000.00 until the balance is paid in full, the entire unpaid balance of principal and interest to be due and payable on January 1, 2012.

No change in the interest rate shall be made during the period beginning December 6, 2010, and ending January 1, 2012.

The term of this Note shall be 10 months payable in 10 installments, determined in accordance with the terms of this Note. The first installment shall be due April 1, 2011, and the last installment shall be due January 1, 2012.

All sums due hereunder shall be payable to Oleg Makler at the following address:

445 Neptune Ave., Brooklyn, NY 11224

or at such other place as Oleg Makler, his heirs, successors and assigns may specify in writing.

This Note is secured by a security agreement by Bratva, Inc. to Oleg Makler dated this day on certain property of Bratva, Inc., a guarantee by Felix Gleizer and Gary Vaksman to Oleg Makler dated this date; (all referred to as "Collateral Agreements") and all of the terms and conditions of the Collateral Agreements are incorporated herein and made a part hereof.

In the event Bratva, Inc. shall default in payment of any installment of principal or interest when the same shall become due and payable hereunder and such default shall not be cured within thirty (30) days, then the holders of this Note may, at their option, declare the entire principal of this Note due and payable, together with all accrued interest thereon.

If Bratva, Inc. shall fail to pay any installment under this Note within five (5) days of the due date, Bratva, Inc. shall pay late charge equal to ten (\$0.10) cents for each dollar unpaid for each month, or portion thereof, that such installment or payment is unpaid, from the date when such installment or payment shall have become due to the date of the payment thereof.

It is hereby agreed that in the event Bratva, Inc. shall become insolvent, or file a voluntary petition in bankruptcy, or if a petition in bankruptcy shall be filed against it, or if any application for receivership of any nature be filed or a receiver be appointed of its property or assets, then the principal of this Note and all unpaid interest shall forthwith be due and payable.

Bratva, Inc. may, at their election, upon prior notice, prepay without penalty all of the unpaid principal liereof.

Notice of dishonor, protest and notice of protest are hereby waived.

This Note is non-negotiable.

Dated: December <u>6</u>, 2010.

BRATVA, INC.

FELIX GLEIZER, PRESIDENT

100

State of New York) ss:
County of Kings)

On this <u>6</u> day of December, 2010 before me, the undersigned, personally appeared Felix Gleizer, personally known to me or proved to me on the basis of satisfactory evidence to be individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mu Mareae C

Notes 16, State 1 New York

0 01ALE 49300

Come 1500 Europe County

Come 1500 Europe May 30, 20/

2

Personal Guaranty

This Guaranty is given jointly and severally by Felix Gleizer, an individual residing at 404 Melba Street, Staten Island, NY 10314, and Gary Vaksman, an individual residing at 2720 East 19 Street, Brooklyn, NY 11235 (collectively referred to as "Guarantors") to Oleg Makler, an individual residing at 445 Neptune Ave., Brooklyn, NY 11224 ("Guarantee") to guaranty repayment of a certain debt indebted by Bratva, Inc., a New York corporation located at 1205 Surf Avenue, Brooklyn, NY 11224 ("Debtor").

1. Guaranty of Payment.

- (a) Guarantors unconditionally and jointly and severally guarantee the full and prompt payment to the Guarantee when due, whether by acceleration or otherwise, of any and all indebtedness (as hereinafter defined) under certain Promissory Note dated as of December $\underline{\mathcal{L}}$, 2010 to the Guarantee. On the date of this Guaranty, the Debtor jointly and severally are indebted to the Guarantee in the sum of \$50,000.00 owed and payable to Oleg Makler.
- (b) Guarantors acknowledge that valuable consideration supports this Guaranty, including, without limitation, the extension by the Guarantee of credit or other financial accommodation to the Debtor, whether heretofore or hereafter made by the Guarantee to Debtor, any extension, renewal or replacement of any Indebtedness, any forbearance with respect to any Indebtedness or otherwise; or any other valuable consideration.
- 2. Costs and Expenses. Guarantors agree to pay on demand all costs and expenses of every kind incurred by the Guarantee: (a) in enforcing this Guaranty; (b) in collecting the Indebtedness from Debtor or Guarantors; (c) in realizing upon or protecting any collateral for this Guaranty or for payment of any Indebtedness; and (d) for any other purpose related to the Indebtedness or this Guaranty. "Costs and expenses" as used in the preceding sentence shall include, without limitation, the actual attorneys' fees incurred by the Guarantee in retaining counsel for advice, suit, appeal, any insolvency or other proceedings under the Federal Bankruptcy Code or otherwise, or for any purpose specified in the preceding sentence.
 - 3. Nature of Guaranty: Continuing, Absolute and Unconditional.
- (a) This Guaranty is and is intended to be a continuing guaranty of payment of the Indebtedness (irrespective of the aggregate amount thereof), independent of and in addition to any other guaranty, indersement, collateral or other agreement held by the Guarantee therefor or with respect thereto, whether or not furnished by Guarantors. Guarantors shall have no right of subrogation with respect to any payments made by Guarantors hereunder until all Indebtedness outstanding, or contracted or committed for (whether or not outstanding) is paid in full.
- (b) This Guaranty is absolute and unconditional and shall not be changed or affected by any representation, oral agreement, act or thing whatsoever, except as herein provided. This Guaranty is intended by Guarantors to be the final, complete and exclusive expression of the agreement between Guarantors and the Guarantee. No modification or amendment of any provision of this Guaranty shall be effective unless in writing and signed by all parties.
 - 4. Gertain Rights and Obligations.

- (a) Guarantors authorize the Guarantee, without notice, demand or any reservation of rights against Guarantors and without affecting Guarantors' obligations hereunder, from time to time: (i) to renew, extend, increase, accelerate or otherwise change the time for payment of the terms of the interest on the Indebtedness or any part thereof; (ii) to accept from any person or entity and hold collateral for the payment of the Indebtedness or any part thereof, and to exchange, enforce or refrain from enforcing, or release such collateral or any part thereof; (iii) to accept and hold any indorsement or guaranty of payment of the Indebtedness or any part thereof, and to discharge, release or substitute any such obligation of any such indorser or guarantor, or any person or entity who has given any security interest in any collateral as security for the payment of the Indebtedness or any part thereof, or any other person or entity in any way obligated to pay the Indebtedness or any part thereof, and to enforce or refrain from enforcing, or compromise or modify, the terms of any obligation of any such indorser, guarantor. person or entity; (iv) to dispose of any and all collateral securing the Indebtedness in any manner as Guarantee, in his sole discretion, may deem appropriate and to direct the order or manner of such disposition and the enforcement of any and all indorsements and guaranties relating to the Indebtedness of any party thereof in its sole discretion, may determine; and (v) to determine the manner, amount and time of application of payments and credits, if any, to be made on all or any part of any component or components of the Indebtedness (whether principal, interest, costs and expenses, or otherwise).
- (b) If any default shall be made in the payment of any Indebtedness, Guarantors hereby agree to pay the same in full: (i) without deduction by reason of any setoff, defense or counterclaim of Debtor; (ii) without requiring protest or notice of nonpayment or notice of default to Guarantors, to Debtor or to any other person; (iii) without demand for payment or proof of such demand; (iv) without requiring the Corporation to resort first to Debtor (this being a guaranty of payment and not of collection) or to any other guaranty or any collateral which the Guarantee may hold; (v) without requiring notice of acceptance hereof or assent hereto by the Guarantee; and (vi) without requiring notice that any Indebtedness has been incurred or of the reliance by the Guarantee upon this Guaranty; all of which Guarantors hereby waive.
- (c) Guarantors' obligation shall not be affected by any of the following, all of which Guarantors waive: (i) any failure to perfect or continue the perfection of any security interest in or other lien on any collateral securing payment of any Indebtedness or Guarantor's obligation; (ii) the invalidity, unenforceability, propriety of manner of enforcement of, or loss or change in priority of any such security interest or other lien; (iii) any failure to protect, preserve or insure any such collateral; (iv) failure of Guarantors to receive notice of any intended disposition of such collateral; (v) any defense arising by reason of the cessation from any cause whatsoever of liability of the Debtor including, without limitation, any failure, negligence or omission by the Guarantee in enforcing its claims against the Debtor; (vi) any release, settlement or compromise of any obligation of Debtor; or (vii) the invalidity or unenforceability of any of the Indebtedness.
- 5. Guaranty of Performance Guarantors also guarantee the full, prompt and unconditional performance of all obligations and agreements of every kind owed or hereafter to be owed by Debtor to the Guarantee.
- 6. Termination. This guaranty shall remain in full force and effect until all Indebtedness outstanding shall be finally and irrevocably paid in full. If after receipt of any payment of all or any part of the Indebtedness, the Guarantee is for any reason compelled to surrender such payment to any person or entity because such payment is determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any reason, this Guaranty shall continue in full force notwithstanding any contrary action which may have been taken by the Guarantee in reliance upon such payment, and any such contrary action so taken shall be without prejudice to the Guarantee's

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rights under this Guaranty and shall be deemed to have been conditioned upon such payment having become final and irrevocable.

- 7. Miscellaneous.
- (a) "Debtor" and "Guarantors" as used in this Guaranty shall include any successor individual or individuals, association, partnership or corporation to which all or a substantial part of the business or assets of Debtor or Guarantors shall have been transferred and any other corporation into or with which Debtor shall have been merged, consolidated, reorganized or absorbed.
- (b) Guarantors' obligation hereunder is to pay the Indebtedness in full when due according to its terms, and shall not be affected by any extension of time for payment by the Debtor resulting from any proceeding under the Federal Bankruptcy Code or any similar law.
- (c) No course of dealing between Debtor or Guarantors and the Guarantee and no act, delay or omission by the Guarantee in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof of the exercise of any other right or remedy. The Guarantee may remedy any default by Debtor under any agreement with Debtor or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of the Guarantee hereunder are cumulative.
- (d) The Guarantee and Guarantors as used herein shall include the heirs, executors or administrators, or successors or assigns of those parties. The rights and benefits of the Guarantee hereunder shall if the Guarantee so directs inure to any party acquiring any interest in the Indebtedness or any part thereof. If any right of the Guarantee hereunder is construed to be a power of attorney, such power of attorney shall not be affected by the subsequent disability or incompetence of Debtor.
- (e) Captions of the paragraphs of this Guaranty are solely for the convenience of the Guarantee and Guarantors, and are not an aid in the interpretation of this Guaranty.
- (f) If any provision of this Guaranty is unenforceable in whole or in part for any reason, the remaining provisions shall continue to be effective.
- (g) This Guaranty and the transactions evidenced hereby shall be construed under the laws of the State of New York.

Dated: Brooklyn, New York December 6, 2010

Felix Gleizer

Gary Vaksman

Acknowledgements

State of New York County of Kings)) ss:)				
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Index No. 9990/2012 SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS							
OLEG MAKLER	J	·					
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	Plair	ntiffs,					
	-against-						
BRATVA, INC	y .						
FELIX GLEIZER GARY VAKSMAN							
	Defe	endants.					
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		: (718) 332-06 :: (718) 236-47					
TO:							
Attorney(s) for			Service copy of the Dated:	within is hereby admir	tted 		

REQUEST FOR JUDICIAL INTERV UCS-840 (3/2011)	ENTION	For Court Clerk Use Only:
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OLEG MARLER		
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-against-	Plaintiff(s)/Petitioner(s)	
BRATVA, INC., FELIX GLEIZER,		
GARY VAKSMAN		
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the age of 18, complete and attach the MATRIMONIAL RJI Addendum.	UCC (including sales	s, negotiable instruments)
TORTS Asbestos	Other Commercial: Pl	romissory Note - Summary Judgement in Lieu of Compla (specify)
Breast Implant		ercial Division assignment requests [22 NYCRR §
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 Motor Vehicle Products Liability: 	Property Address:	
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Other Professional Malpractice:(specify)	10	the FORECLOSURE RJI Addendum.
Other Tort:	Tax Certiorari - Section Other Real Property:	on: Block: Lot:
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Print Form

SUPREME COURT OF THE STATE OF NEW YORK	UCS-840C 3/2011
COUNTY OF Kings	Index No. 9990 /2012
OLEG MAKLER -against- Plaintiff(s)/Petitioner(s)	RJI No. (if any)
-against-BRATVA FIVE FELTX GIEIZER Defendant(s)/Respondent(s)	COMMERCIAL DIVISION Request for Judicial Intervention Addendum
COMPLETE WHERE APPLICABLE [add additional pages if need	ded]:
Plaintiff/Petitioner's cause(s) of action [check all that apply]:	
Breach of contract or fiduciary duty, fraud, misrepresentation, busine law violation where the breach or violation is alleged to arise out of brestructuring; partnership, shareholder, joint venture, and other busine employment agreements not including claims that principally involve. Transactions governed by the Uniform Commercial Code (exclusive	business dealings (e.g. sales of assets or securities; corporate iness agreements; trade secrets; restrictive covenants; and alleged discriminatory practices)
units)	
Transactions involving commercial real property, including Yellowsto only	one injunctions and excluding actions for the payment of rent
Shareholder derivative actions — without consideration of the mone	
Commercial class actions — without consideration of the monetary t	
Business transactions involving or arising out of dealings with comm	iercial banks and other financial institutions
Internal affairs of business organizations	
Malpractice by accountants or actuaries, and legal malpractice arising	ng out of representation in commercial matters
Environmental insurance coverage	
Commercial insurance coverage (e.g. directors and officers, errors a	
Dissolution of corporations, partnerships, limited liability companies, consideration of the monetary threshold	limited liability partnerships and joint ventures — without
Applications to stay or compel arbitration and affirm or disaffirm arbit Article 75 involving any of the foregoing enumerated commercial issues.	tration awards and related injunctive relief pursuant to CPLR ues — without consideration of the monetary threshold
Plaintiff/Petitioner's claim for compensatory damages [exclusive	re of punitive damages, interest, costs and counsel fees claimed]:
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Plaintiff/Petitioner's claim for equitable or declaratory relief [bi	rief description):
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Defendant/Respondent's counterclaim(s) [brief description, include	ling claim for monetary relief]:
NA	
I REQUEST THAT THIS CASE BE ASSIGNED TO THE COMME	RCIAL DIVISION. I CERTIFY THAT THE CASE
MEETS THE JURISDICTIONAL REQUIREMENTS OF THE COM	MERCIAL DIVISION SET FORTH IN 22 NYCRR §
202.70(a), (b) AND (c).	
/	
Dated: 5/11/2012	CONATURE SIGNATURE
•	SIGNATURE
	ALEXANDER ALMONTE
	DRINT OR TYPE NAME